Terms of Use for Catalogs, Instruction Manuals, and 3D CAD Data, etc.

Article 1 (Purpose)

1. These Terms of Use (hereinafter referred to as “Terms of Use”) shall apply to the Services (hereinafter referred to as “Services”) provided by Citizen Machinery Co., Ltd. (hereinafter referred to as “Company”) for electronic data such as catalog data, instruction manual data, and 3D CAD data relating to its products to the User (defined in Article 2) through the Website (as defined in Article 2). As a condition of accessing or using the Services, User shall agree to these Terms of Use in advance.
2. These Terms of Use set forth the terms and conditions under which the Services may be used. Every User who registers for the Services shall use the Services in accordance with and subject to the terms and conditions set forth in these Terms of Use.
3. Upon the User's agreement to these Terms of Use, an Agreement (as defined in Article 2) shall be established between the User and the Company.

Article 2 (Definitions)

The following terms used in these Terms of Use shall have the meanings set forth in the relevant Items.

(1) “Agreement”: Refers to the contract for use of the Services between the Company and the User, which is subject to these Terms of Use.

(2) “User”: Refers to a sole proprietor or an officer or employee of a corporation or organization who has registered as a user of the Services in accordance with Article 4. Unless otherwise specified, the term “User” includes “CAM Development User” as defined in Item 6.

(3) “Data”: Refers to the electronic data specified in Article 3.1 that the User may download through the Services.

(4) “Website”: Refers to Company's website through which the Services are provided.

(5) “Company Products”: Refers to Company's products, NC lathes (including accessories and optional items, the same hereinafter) and related services (including those provided by means of software).

(6) “CAM Development User”: Refers to an officer or employee of a corporation that develops CAD/CAM software for CNC programming compatible with Company Products and that has registered as a user of the Services in accordance with the provisions of Article 4.

(7) “Tooling-Related Data”: Refers to that portion of this data consisting of 3D-CAD data for Company Products, as designated by Company, that pertains to the tooling area of the relevant product and to the tool holders for that product.

Article 3 (Contents of Services)

1. By using the Services, the User may, in accordance with the provisions of Article 5, download the electronic data related to Company Products, such as catalog data, instruction manual data, and 3D CAD data (including 3D CAD assembly data and Tooling-Related Data, hereinafter the same), and may use such electronic data solely for the purposes set forth in Article 7.
2. Subject to prior registration pursuant to the following Article, the User may download the Data free of charge.

Article 4 (User Registration)

1. Any person who wishes to become a User of the Services (limited to customers who are using or considering the purchase of Company Products, or an officer or employee of a corporation that develops CAD/CAM software for CNC programming compatible with Company Products) shall agree to Terms of Use and register as a User by submitting their information through the Website, in accordance with the procedures prescribed by Company.
2. In the event of any change in the User's information registered pursuant to the preceding Paragraph (hereinafter referred to as “Registration Information”), User shall be obligated to promptly update the Registration Information in accordance with the procedures set forth by Company.

3. The Company reserves the right to refuse User registration at its sole discretion, and shall have no obligation to disclose the reasons therefor.
4. User shall not allow any third party to use, transfer, sell, pledge or otherwise deal with the Registration Information used to access the Services.

Article 5 (Downloading Data)

1. If the User wishes to download the Data, the User may do so through the Website in the manner specified by Company.
2. The Company may, at its sole discretion, modify the specifications of the Website and the Services for the purpose of improving usability.
3. Company may restrict or suspend the downloading of Data depending on access conditions to the Website or server load resulting from downloads.

Article 6 (Management of Registration Information and Environment of Use)

1. The User shall, at its own expense and responsibility, provide all necessary computer and other communications equipment, software, and telecommunications environment (hereinafter referred to as "Environment of Use") to access and use the Services, and shall bear all communication costs required to use the Services (including those for downloading Data).
2. The User shall be responsible for the management of the Registration Information and the Environment of Use, and shall be liable for any damages caused by inadequate management of Registration Information and Environment of Use, errors in use, or use by any third party or other similar causes; the Company shall not be liable for any such damages.

Article 7 (Purpose of Use of Data)

1. User may use Data only for its own internal use and only in a manner consistent with the nature of Data.
2. User (excluding CAM Development User) may use 3D CAD data included in Data solely for the following purposes related to Company Products to which such data pertains.
   (1) Consideration of the layout of Company Products at User's place of business
   (2) Confirmation of the delivery of Company Products to User's place of business and the removal of such Company Products from User's place of business
3. CAM Development User may use 3D-CAD data, including Tooling-Related Data necessary for that purpose, solely for the purpose of developing CAD/CAM software for CNC programming compatible with Company Products.

Article 8 (Intellectual Property Rights)

1. User may not reproduce, reprint, publicly transmit, modify, or otherwise use any information or content (including Data, hereinafter collectively referred to as "Company Content") provided by the Company through the Services, in any manner or form whatsoever.
2. All copyrights, patent rights, utility model rights, trademark rights, design rights, and any other intellectual property rights, including rights to apply for the registration of such rights (collectively referred to as "Intellectual Property Rights") in and to the Company Content shall belong to the Company or to licensors from whom Company has obtained a license, and shall not belong to User. Regardless of whether any Intellectual Property Rights exist, the User shall not reproduce, distribute, reprint, transfer, publicly transmit, modify, adapt, or otherwise make secondary use of the Company Content.
3. Notwithstanding the provisions of the preceding Paragraphs, CAM Development User may, to the minimum extent necessary for the purpose of software development pursuant to Paragraph 3 of the preceding Article, reproduce and modify the 3D-CAD data referred to in that Paragraph, incorporate such 3D-CAD data into the software, and provide such software to Licensees of the software, whether for a fee or free of charge (This includes cases where the CAM Development User uploads the software to a server or similar platform and provides it to the Licensee by allowing the Licensee to download it.)
4. If any problem arises due to User's violation of the provisions of this Article, User shall resolve the problem at its own cost and responsibility and shall take appropriate measures to prevent any

disadvantage, burden or damage to the Company.

5. User may not falsify, delete or alter any copyright management information (such as copyright notices, legal or other appropriate notices) in the Company Content.

Article 9 (Data Disclaimers)

1. The Company does not warrant that the Data will be up-to-date at the time the User accesses it, and the User acknowledges that the Data is provided subject to the terms set forth in each of the following Items.
   (1) The Data does not cover all Company Products and may not be provided for certain NC lathe models or software. Whether provision is necessary shall be determined at the Company's sole discretion.
   (2) Depending on when the Data was created, it may not reflect improvements, specification changes, price changes, and similar modifications made to Company Products.
   (3) Due to other circumstances, the Data may not reflect the most recent specifications or status of Company Products.
2. The Company does not warrant the accuracy of the Data, and the User shall acknowledge that the Data is provided on the terms set forth in each of the following Items.
   (1) For the purpose of reducing the volume of the Data, some data may be omitted or simply described at the Company's sole discretion. In particular, for 3D CAD data, certain parts of the Data used in NC lathes may be omitted, and values extracted from the 3D CAD data may differ from actual measurements.
   (2) The descriptive content of Company Products in the Data is determined at the Company's discretion and may therefore not include information on specifications, performance, figures, prices, or other related information concerning Company Products.
   (3) The Data may be inaccurate due to other circumstances.
3. The Company reserves the right to terminate, replace, or make additions to Data at any time without notice; provided, however, that the foregoing shall not obligate Company to terminate, replace, or make additions to Data.
4. Company shall not be responsible for the suitability of the contents of Data for User's purposes with respect to the type, quality or quantity of Company Products pertaining to such Data, nor shall such Data be deemed to constitute any warranty by Company as to the quality or performance of Company Products.
5. The specifications of Data, including the format in which Data is provided, shall be determined at Company's sole discretion. Therefore, depending on User's Environment of Use, downloading or loading of Data may be incomplete or entirely unavailable. Additionally, Company reserves the right to change Data specifications at any time without notice.
6. In using Data, User shall comply with the *Foreign Exchange and Foreign Trade Act* of Japan (Law No. 228 of 1949, as amended) and other applicable laws and regulations.

Article 10 (Prohibitions)

1. User shall not engage in any of the acts specified in the following Items in connection with the use of the Services.
   (1) Acts that violate Terms of Use
   (2) Acts that infringe on the intellectual property rights, portrait rights, or other proprietary or personal rights of Company, Company's licensors, or other third parties
   (3) Acts that cause disadvantage or damage to Company or any third party
   (4) Acts that unreasonably damage the honor, rights, or credibility of others
   (5) Acts that violate laws, regulations, or ordinances
   (6) Acts that offend public order and morals
   (7) Criminal acts, acts connected to criminal acts, or acts that encourage criminal acts
   (8) Acts that provide information that is contrary to the truth
   (9) Unauthorized access to the Company systems, falsification of program code, distribution of computer viruses, or any other acts that interfere with the normal operation of the Services

(10) Acts of using macros, automation features, or other tools
(11) Acts of using Company Content for AI learning, prompt engineering, or similar purposes
(12) Acts that damage the credibility of Services
(13) Acts of impersonating a third party by using another User's Registration Information or by any other method
(14) Acts that lead to crimes such as fraud, abuse of controlled substances, illegal sale or purchase of savings accounts and cell phones, or other similar criminal conduct
(15) Acts related to the proceeds of crime or acts related to the financing of terrorism
(16) Acts that may lead to any of the preceding Items
(17) Any other acts that the Company deems inappropriate

2. If Company determines that User's conduct falls under any of the items of Paragraph 1, Company may, without prior notice, terminate Agreement pursuant to Paragraph 1 of the following Article, restrict the use of Services, or take any other measures that Company reasonably deems necessary.

Article 11 (Termination)

1. The Company may terminate the Agreement, in whole or in part, and delete the User's registration, without requiring any notice or demand, if the User falls under any of the following Items.
(1) If User commits any of the prohibited acts set forth in the preceding Article
(2) If there is a false entry in User's Registration Information or an omission of information regarding matters that may affect the decision to enter into Agreement
(3) If User suspends payments or becomes insolvent
(4) If a bill of exchange or check is dishonored
(5) If there is a petition for seizure, provisional seizure, or auction against User, or if User is in arrears with respect to taxes and public dues
(6) If User files for bankruptcy, commencement of corporate reorganization or civil rehabilitation proceedings, or if User's credit standing becomes seriously impaired
(7) If User receives a disposition such as revocation or suspension of business license from the supervisory authority
(8) If User resolves to dissolve, reduce its capital, or transfer all or a significant portion of its business
(9) If any event occurs that makes it difficult for Company to fulfill its obligations under Agreement
(10) Any other case that Company deems inappropriate
2. In addition to the cases set forth in each Item of the preceding Paragraph, the Company may terminate the Agreement and delete the User registration upon thirty (30) days' prior written notice to the User.
3. The Company may terminate the Agreement and delete the registration of any User who has not used Services, including failure to log in, for a period exceeding one year following registration, without prior notice.
4. If the User wishes to stop using the Services, User may terminate Agreement in accordance with the termination procedures set forth by Company. Such termination takes effect upon Company's receipt of User's notice of intent to terminate, in which case Company shall promptly delete such User registration.

Article 12 (Non-Warranty and Indemnification)

1. COMPANY MAKES NO WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING THE ACCURACY, TIMELINESS, USEFULNESS, RELIABILITY, LEGALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, OR UNINTERRUPTED AVAILABILITY, ABSENCE OF SUSPENSION, OR FREEDOM FROM DEFECTS.
2. In using the Services, the User may be redirected from Services to services operated by third parties

related to the Services (hereinafter referred to as “External Services”). In such cases, User shall be subject to the terms and conditions of such External Services and shall use them at User’s own responsibility and expense. Company makes no warranty as to the completeness, accuracy, or validity of the content of any External Services.

3. Company shall not be liable for any loss or damage incurred by User due to User’s failure to update Registration Information.
4. User shall use Services in compliance with applicable laws and regulations, and Company shall not be liable for any infringement of applicable laws and regulations of Japan or other jurisdictions.
5. Company may suspend or change the Services or the Website for maintenance or other operational reasons, without prior notice to the User, for which the Company assumes no responsibility.
6. Company shall not be liable for any loss or damage to the User resulting from the theft of the Registration Information due to unforeseeable events, including unauthorized access.
7. Company shall not be liable for any failure of performance of the Agreement, in whole or in part, due to natural disasters, geological phenomena, fire, strikes, trade stoppages, war, civil commotion, epidemics or pandemics, or other events of force majeure.
8. With regard to the provision of 3D-CAD data to CAM Development User via the Services, Company does not warrant that such 3D-CAD data is suitable for the purposes set forth in Article 7, Paragraph 3; CAM Development User shall develop the software at its own risk and expense, including the decision whether or not to use such 3D-CAD data.
9. The provision of 3D-CAD data by Company to CAM Development User via the Services does not imply that Company makes any warranty regarding the software developed by the CAM Development User as defined in Article 7, Paragraph 3—including that such software is compatible with Company Products to which the 3D-CAD data pertains—and Company assumes no liability whatsoever with respect to such software.

Article 13 (Liability for Damages)

1. User shall compensate Company for all losses, damages and expenses (including attorneys’ fees and lost profits) arising out of or in connection with any breach of these Terms of Use or any use of the Services by User that causes harm to the Company.
2. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY WHATSOEVER TO USER FOR ANY DAMAGES INCURRED IN CONNECTION WITH THE SERVICES, REGARDLESS OF LEGAL THEORY (INCLUDING BREACH OF CONTRACT, TORT, OR OTHERWISE).
3. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS ARTICLE SHALL LIMIT COMPANY’S LIABILITY FOR DAMAGES RESULTING FROM ITS WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. HOWEVER, EVEN IN SUCH CASES, COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES OR LOST PROFITS ARISING FROM SPECIAL CIRCUMSTANCES, REGARDLESS OF WHETHER OR NOT COMPANY FORESAW THE POSSIBILITY OF SUCH DAMAGES OR LOST PROFITS.

Article 14 (Discontinuance of Services)

1. Company may, upon prior notice to User, discontinue the provision of the Services if it reasonably determines that such discontinuance is necessary, and in such event, Company shall have no liability for any damages.
2. If the Services are discontinued pursuant to the preceding Paragraph, the Agreement shall terminate on the date of such discontinuation.

Article 15 (Confidentiality)

1. User shall not disclose any Confidential Information to any third party or use such information for any purpose other than as necessary for the performance of Agreement. "Confidential Information" means any technical, business or managerial information disclosed by Company to the User in connection with Services, whether in written, electronic, oral or other form, and whether or not marked or identified as confidential.
2. Information that the relevant User can prove falls under any of the following Items shall not constitute Confidential Information.
   (1) Information lawfully in User's possession prior to disclosure

(2) Information that is or becomes publicly known through no breach of Agreement by the User
(3) Information legally obtained by the User without incurring any confidentiality obligations from a third party who has legitimate rights
(4) Information independently developed by User without reference to the Confidential Information

3. Notwithstanding Paragraph 1, the User may disclose Confidential Information to the extent required by applicable laws, rules of any stock or securities exchange, or by order of a court or governmental authority, provided that the User gives Company prior notice of such requirement.
4. Notwithstanding Paragraph 1, if CAM Development User, pursuant to the provisions of Article 8, Paragraph 3, grants a Licensee specified in that Paragraph access to the 3D-CAD data incorporated into the software to the extent necessary for the use of such software as specified in that Paragraph, the CAM Development User may disclose only such 3D-CAD data—in the form in which it is incorporated into the software—to such Licensee in accordance with the conditions of this Paragraph. However, disclosure of such 3D-CAD data to the Licensee pursuant to this Paragraph shall be conditional upon the CAM Development User imposing on the Licensee obligations equivalent to or greater than those set forth in this Agreement and ensuring that the Licensee complies with such obligations; furthermore, if the Licensee breaches such obligations, it shall be deemed a breach of the CAM Development User's obligations under this Agreement, and the CAM Development User shall be directly liable to Company.
5. User shall promptly return or destroy the Confidential Information in accordance with the Company's instructions upon termination of the Agreement due to termination of the Services, cancellation of the Agreement or other cause. In disposing of the Confidential Information, the Confidential Information shall be destroyed in a manner that prevents its re-use.

Article 16 (Exclusion of Antisocial Forces)

1. User shall represent and warrant that User is not currently and will never be in the future a crime syndicate, a member of a crime syndicate, a person for whom five years have not yet elapsed since ceasing to be a member of a crime syndicate, a quasi-member of a crime syndicate, a member of a company affiliated with a crime syndicate, a corporate extortionist, a person who claims to be engaged in social movements or political activities for the purpose of extortion, a member of a special intelligence crime group, or other similar person (hereinafter referred to as a "Crime Syndicate Member, etc."), and shall not fall under any categories of the following Items.
   (1) User has a relationship with an entity over which a Crime Syndicate Member, etc. is deemed to have control of management.
   (2) User has a relationship with an entity over which a Crime Syndicate Member, etc. is deemed to be substantially involved in the management.
   (3) User has a relationship with a Crime Syndicate Member, etc. that is deemed to be an unfair use of a Crime Syndicate Member, etc., such as for the purpose of gaining an unfair advantage for oneself, one's own company or a third party, or for the purpose of inflicting damage on a third party.
   (4) User has a relationship with a Crime Syndicate Member, etc. in which it is deemed that said User is involved in providing funds, etc. or benefits, etc. to said Crime Syndicate Member, etc.
   (5) An officer or a person substantially involved in the management has a socially reprehensible relationship with a Crime Syndicate Member, etc.
2. User shall make a firm commitment not to commit any of the following acts by itself or through the use of a third party.
   (1) Violent demanding acts
   (2) Unreasonable demanding acts beyond legal responsibility
   (3) Acts of threatening words or deeds or using violence in connection with a transaction
   (4) Acts of spreading rumors, using deceptive means or force to damage the Company's credibility or obstruct Company's business
   (5) Any other acts similar to the preceding Items
3. If it is found that User falls under the category of a Crime Syndicate Member, etc., or any of the Items listed in Paragraph 1, or has engaged in any conduct corresponding to any of the Items in the preceding Paragraph, or has made any false representation or warranty pursuant to Article 1,

Company may terminate Agreement without any prior notice to User, regardless of whether such termination is attributable to Company.

4. Company confirms that, if Agreement is terminated pursuant to the preceding Paragraph, it shall not be liable for any damages incurred by User as a result thereof, which User shall acknowledge and agree to.

Article 17 (Communications and Notices)

Any communication or notice from Company to User, including notice of changes to these Terms of Use, shall be made by posting on the Website, by email, or by any other method designated by Company. Such communication or notice shall be effective when posted on the Website or sent by the Company.

Article 18 (Assignment)

1. Neither User nor Company may assign, transfer, novate, create a security interest over, or otherwise dispose of the Agreement, or any of its rights or obligations hereunder, to any third party without the prior written consent of the other party.
2. Notwithstanding the preceding Paragraph, Company may assign the Agreement and its rights and obligations under these Terms of Use through a transfer of shares, transfer of business, merger, company split, or other organizational restructuring.

Article 19 (Handling of Personal Information)

Company handles Registration Information in the Services in accordance with the "Privacy Policy" set forth by Company.

Article 20 (Severability)

If any provision of these Terms of Use is held to be invalid or illegal, in whole or in part, such invalidity or illegality shall in no way affect the remaining provisions of Terms of Use or the interpretation and application thereof, compromise their legality or validity, nor impair or render them invalid.

Article 21 (Term, Survival)

1. The Agreement remains in effect from its formation until it terminates of Agreement due to termination or otherwise.
2. Upon termination of the Agreement, the User shall promptly delete any Company Content downloaded by the User, at User's own cost and responsibility, using an appropriate method.
3. Notwithstanding the termination of the Agreement, the provisions of Article 8 (Intellectual Property Rights), Article 9 (Data Disclaimers), Article 12 (Non-Warranty and Indemnification), Article 13 (Liability for Damages), Article 14 (Discontinuance of Services), Article 15 (Confidentiality), Paragraphs 3 and 4 of Article 16 (Exclusion of Antisocial Forces), Article 18 (Assignment), Article 20 (Severability), this Article, Article 23 (Governing Law), Article 24 (Jurisdiction), and Article 25 (Miscellaneous) shall survive the termination of the Agreement and remain in full force and effect.

Article 22 (Changes in Terms of Use)

1. If any of the Items listed below apply, Company may modify Terms of Use from time to time pursuant to Article 548-4 of the Civil Code of Japan. Following such modification, Agreement shall be governed by the revised Terms of Use.
   (1) If the modification of Terms of Use is in conformity with the general interest of Users
   (2) If the modification of Terms of Use is not contrary to the purpose for which Agreement was made, and is reasonable in light of the necessity of the modification, the reasonableness of the modified contents, and the contents and other circumstances pertaining to the modification
2. In the event Company modifies Terms of Use, it shall determine the effective date of the revised Terms of Use and notify User of the revised content and effective date no later than two weeks prior to such effective date, by means of notice pursuant to Article 17, display on the Services, or any other method designated by the Company.

3. Notwithstanding the preceding two Paragraphs, if, after notification of the changes to the Terms of Use pursuant to the preceding Paragraph, User uses the Services or fails to complete the cancellation procedure within the period designated by Company, such User shall be deemed to have agreed to the changes to Terms of Use.

Article 23 (Governing Law)

These Terms of Use shall be governed by the laws and regulations of Japan.

Article 24 (Jurisdiction)

All legal proceedings between Company and User shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Article 25 (Miscellaneous)

1. With respect to any matters not stipulated in these Terms of Use, User shall comply with any detailed rules (hereinafter referred to as "Detailed Rules") separately established by Company. In such case, the Detailed Rules shall constitute an integral part of Terms of Use.
2. The Detailed Rules shall become effective upon being posted at the location designated by Company.
3. If there is any inconsistency or conflict between the content of the Detailed Rules and Terms of Use, Terms of Use shall prevail.

Supplementary Provisions

Enacted and enforced on: 09/09, 2025
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