

# Web Machine Interface Terms of Service

## **Service Formation**

1. The User shall accept this Terms of Service and make an application or place an order for usage of this service in accordance with the procedure stipulated by Hakko Electronics Co., Ltd.
2. If Hakko Electronics Co., Ltd accepts the application or order from clause 1, Hakko Electronics Co., Ltd. shall notify the applicant with a Letter of Acceptance.
3. This Terms of Service shall come into effect on the date that the Letter of Acceptance is dispatched.

## **Service Fees**

1. This service is fee-based according to license classification and the fee is determined through separate consultation.
2. Payment for this service is term-based and a renewal fee shall apply. If payment of a renewal fee is delayed, access to this service shall be stopped.

## **Service Usage**

1. Hakko Electronics Co., Ltd. shall provide the User with account information (domain ID, user ID, node ID, passwords and other information required to use this service are hereafter referred to as "account information") for using this service.
2. The User shall not reveal, loan, or share account information to third parties and shall tightly control account information to prevent information leaks to third parties. Hakko Electronics Co., Ltd. shall bear no responsibility for any damage incurred by the User due to improper control, mistakes during usage, or usage by third parties of account information.
3. If a third party employs the User's account information to access this service, the conduct of the third party shall be considered to be the conduct of the User. However, this shall not apply when the User's account information is employed by a third party for any reason attributable to Hakko Electronics Co., Ltd.

## **Service Stoppage for User Reasons**

If the User wishes to stop using this service, the User shall notify Hakko Electronics Co., Ltd. according to the procedure stipulated by Hakko Electronics Co., Ltd.

If Hakko Electronics Co., Ltd. receives a request from the User that they wish to stop using this service, Hakko Electronics Co., Ltd. shall promptly stop the service for the User and notify the User of its stoppage.

## **Handling of User Data**

1. Hakko Electronics Co., Ltd. shall take appropriate measures to ensure the safety and confidentiality of user data (hereafter meaning all data related to this service that is submitted to Hakko Electronics Co., Ltd. by the User).
2. Hakko Electronics Co., Ltd. shall not undertake the following conduct with the exception of being forced to do so by law, when unavoidable due to administration operations of this service, or upon request from the User.
  - (1) Access user data
  - (2) Modify user data
  - (3) Reveal user data to a third party

3. If user data stored during operation of this service is lost, damaged, or leaked, or user data is used for a purpose other than intended due to user data being lost, damaged, or for any other reason, Hakko Electronics Co., Ltd. shall bear no responsibility for any damages, direct or indirect, incurred by the User or a third party for any reason whatsoever.
4. Hakko Electronics Co., Ltd. may check and duplicate data saved on equipment used to operate this service for the purpose of safeguarding data for recovery after a malfunction or stoppage of this service, or for maintenance operations of this service.

### **Backups**

The User shall be responsible for taking appropriate action at the User's expense, such as making backups of user data, to protect against data loss due to malfunction or other problems with equipment used in providing this service.

### **Prohibitions**

1. The User shall not undertake any of the following conduct in relation to the use of this service.
  - (1) Conduct that infringes or potentially infringes upon the rights or profits of Hakko Electronics Co., Ltd. or third parties
  - (2) Conduct that violates laws and regulations or conduct that violates or potentially violates public order and morals
  - (3) Criminal conduct or conduct that is classifiable or potentially classifiable as criminal conduct
  - (4) Unauthorized use of a third party's user ID and password, or any conduct resembling unauthorized use
  - (5) Allowing a third party to employ the User's user ID and password, or any conduct resembling such use
  - (6) Creation, use, transmission, or publication of computer programs, such as computer viruses, that infringe or potentially infringe on the rights or profits of third parties
  - (7) Conduct that interferes or potentially interferes with the equipment or communications of Hakko Electronics Co., Ltd. or third parties
  - (8) Clearly falsifying information when making an application for access to this service
  - (9) In addition to the above points, any conduct considered by Hakko Electronics Co., Ltd. to be inappropriate in relation to using this service
2. If Hakko Electronics Co., Ltd. determines that the User has undertaken any conduct corresponding to the prohibited conduct in the previous clause, Hakko Electronics Co., Ltd. reserves the right to stop the User's access to this service without notice. Moreover, Hakko Electronics Co., Ltd. may demand compensation from the User for any damages (damage to telecommunication equipment etc.) incurred resulting from the conduct of the User.

### **Prohibition of Transfer**

The User shall not transfer or resell all or part of the rights or obligations of this Terms of Service or capacity in this agreement to any third party without prior written consent of Hakko Electronics Co., Ltd.

### **Service Information**

Hakko Electronics Co., Ltd. provides this service 24 hours a day, seven days a week, and 365 days a year.

Hakko Electronics Co., Ltd. shall provide notification 72 hours before any service stoppage.

### **Temporary Stoppage of this Service**

1. Hakko Electronics Co., Ltd. may temporarily stop all or part of this service in the following cases.
  - (1) When maintenance or installation work must be performed on equipment
  - (2) When equipment owned by Hakko Electronics Co., Ltd. or a third party telecommunication carrier malfunctions or a stoppage is unavoidable to prevent a malfunction
  - (3) When conduct including unauthorized access or cracking of equipment owned by Hakko Electronics Co., Ltd. occurs, or when such conduct is suspected to be occurring
  - (4) When the User violates this Terms of Service
  
2. If this service is to be temporarily stopped, Hakko Electronics Co., Ltd. shall notify the User of the duration of the stoppage in advance, except when an emergency stoppage is unavoidable.

Note that Hakko Electronics Co., Ltd. shall bear no responsibility for any damages incurred by the User resulting from temporary stoppages of this service.

Notification to the User is considered complete when the time of the service stoppage is published on the website or when a prepared statement is sent to the prescribed email address.

### **Discontinuation of Service**

Hakko Electronics Co., Ltd. shall discontinue all or part of this service and end all or part of this Terms of Service on the discontinuation date in any of the following cases.

- (1) When the User has been notified 12 months prior to the discontinuation date
- (2) When the service cannot be provided due to force majeure, such as an extraordinary natural phenomenon

### **Handling of User Data in Service Discontinuation**

Hakko Electronics Co., Ltd. shall proactively destroy user data when this service is discontinued.

### **Limitation on Compensation for Damages**

Hakko Electronics Co., Ltd. shall bear no responsibility for compensation for damages that arise from special circumstances (either predictable or unpredictable and without consideration to right and wrong), indirect damages, derivative damages, and loss of profit even if such damages incurred by the User are attributable to Hakko Electronics Co., Ltd.

### **Exemptions**

Hakko Electronics Co., Ltd. shall bear no responsibility for compensation with respect to the following damages for any reason whatsoever concerning cause of action.

- (1) Damages incurred by the User resulting from force majeure, including natural disasters, riots, and civil disturbances
- (2) Damages incurred by the User resulting from malfunction of the User's Internet connection environment, including problems with the Internet connection service used to connect to the equipment of Hakko Electronics Co., Ltd.
- (3) Damages incurred by the User resulting from problems with a telecommunication service provided by a third party
- (4) Damages incurred by the User resulting from infection with a computer virus that is not covered by the anti-virus software provided to Hakko Electronics Co., Ltd. by a third party as part of this service
- (5) Damages incurred by the User resulting from unauthorized access, attack, or interception on communication routes by a third party directed at the equipment of Hakko Electronics Co., Ltd. that is used to provide this service, in which even the care of a prudent administrator cannot prevent such conduct

- (6) Damages incurred by the User resulting from using software and database equipment of Hakko Electronics Co., Ltd. that is used to provide this service of which are not produced by Hakko Electronics Co., Ltd.
- (7) Damages incurred by the User resulting from using hardware equipment of Hakko Electronics Co., Ltd. that is used to provide this service of which are not produced by Hakko Electronics Co., Ltd.
- (8) Damages incurred by the User resulting from the User's failure to observe security measures stipulated by Hakko Electronics Co., Ltd. as part of this service
- (9) Damages incurred by the User resulting from a forcible deposition based on a court order or law
- (10) Damages incurred by the User for any other reasons through no fault of Hakko Electronics Co., Ltd.
- (11) Legal penalties and damages incurred by the User resulting from encrypted communication with without turning off encryption function (to activate unencrypted form) in countries or areas where encrypted communication is regally banned.

### **Changes to this Terms of Service**

1. Hakko Electronics Co., Ltd. reserves the right to change this Terms of Service at any time.
2. When changing this Terms of Service, Hakko Electronics Co., Ltd. shall provide notice 30 days in advance by means deemed appropriate by Hakko Electronics Co., Ltd., including notification on the Hakko Electronics Co., Ltd. website, in writing, by email, or other means, and Hakko Electronics Co., Ltd. shall notify the User of the updates to the Terms of Service after changes are made.

### **Compliance to Export Laws**

The User and Hakko Electronics Co., Ltd. shall comply with laws and regulations governing export control in Japan and other countries with respect to the use and operation of this service.

### **Jurisdiction by Agreement**

All disputes arising from this Terms of Service shall be settled by the exclusive agreement jurisdictional court of the jurisdiction in which Hakko Electronics Co., Ltd. resides.

### **Applicable Law**

This Terms of Service shall be governed and interpreted in accordance with the laws of Japan.

Supplementary Provisions (25th July 2014)

This agreement is effective as of 25th July 2014.

Supplemental provision (as of July 1, 2016)

Date: This terms of use is effective from August 1, 2016.

Changed item: Exemption 11 added.