

Y's DOOR Terms of Use

Article 1 (Purpose)

These Terms of Use define the conditions of use in the relationship between a registrant and Yamaha when the registrant of this service (hereafter referred to as the "Registrant") defined in Article 3 uses Y's Door (hereafter referred to as "this Service") provided by Yamaha Motor (hereafter referred to as "Yamaha").

Article 2 (Scope and amendment of this Terms of Use)

Yamaha reserves the right to amend any contents of this Terms of Use without prior notice to Registrants. All Registrants are deemed to have accepted such amended conditions when the designated period of time has passed after the announcement of amendment. Amendments of this Terms of Use will be announced through this Service and notified to Registrants via e-mail or other means.

Article 3 (Application for registration)

When Yamaha has accepted the application filed by the applicants those who want to use this Service, and has completed the registration, the agreement for granting the license to access and use this Service (hereafter referred to as the "License Agreement") corresponding to this Terms of Use shall become effective between such applicant and Yamaha. Thereafter, the ID and password necessary to use this Service will be notified to the applicant whose registration has been completed via e-mail or equivalent means.

Article 4 (ID and password handling)

1. The Registrant shall take full responsibility for the management and use of the ID and password given by Yamaha.
2. When storing the ID and password, the Registrant must strictly manage the ID and password so that they will not be used improperly by taking protective measures such as setting passwords in terminals.
3. The Registrant shall delete the ID and password in advance when transferring or disposing of the storage device containing the ID and password.
4. If there is a possibility of leaking the ID and password to a third person, the Registrant shall immediately notify Yamaha of it. In addition, if it was found that the Registrant's ID and password have been used improperly by a third person or if the Registrant found any problem or trouble in relation to this Service, the Registrant shall immediately change the password and inform Yamaha of such occurrence.
5. If the License Agreement was terminated, the Registrant shall delete the ID and password.
6. Yamaha shall not be liable for any loss or damage to the Registrant or a third person due to the Registrant's negligence of the management described in this Article.
7. The ID and password given to the Registrant by Yamaha shall be used only by the Registrant who applied for this Service and was duly registered, and shall not be used by any other third person, transferred, lent, or changed of user.

Article 5 (Validity of license)

1. When the applicant is notified of the completion of registration in accordance with Article 3, such applicant acquires the license to access to and use this Service.
2. The license mentioned above shall expire when the effective period of the License Agreement expires or when the License Agreement is terminated or canceled.

Article 6 (Notification of change)

The Registrant shall notify Yamaha without delay if there is any change in application information such as name, address (or location), registrant, phone number, facsimile number, or e-mail address, etc. Yamaha shall not be liable to the Registrant even if the Registrant suffers a disadvantage due to the failure to give such notice.

Article 7 (Equipment)

The Registrant shall prepare and install the computer, communication equipment, telephone line, and all other equipment units necessary to use this Service at its own cost and responsibility. In addition, the computers that can be used are limited to those that the Registrant can manage responsibly.

Article 8 (Usage fee for this Service)

The Registrant shall be able to use this service free of charge unless otherwise specified separately by Yamaha.

Article 9 (Handling of Materials)

1. All of inventions, devices, designs, copyrights, know-how, ideas, and any other intellectual property rights included in or with respect to the materials, information, drawings, documents, and software, etc. (hereafter referred to as the "Materials") provided by Yamaha to the Registrants through this Service shall be owned by Yamaha.
2. The Registrant shall use the Materials provided by this service only for the purpose of setting, operation, and maintenance of Yamaha's robot products, and shall not use them for any other purposes.
3. The Registrant shall not alter, adapt, modify, reproduce, reverse-assemble, or reverse-compile the Materials.
4. The Registrant shall not transfer, lend, or transfer possession of the Materials, or the medium to which the Materials are recorded, to a third person other than those designated by Yamaha.

Article 10 (Confidentiality)

The Registrant shall not disclose or leak any of Yamaha's business, technical, or other confidential information obtained through the use of this Service to a third person. However, this does not apply to items that fall under any of the following.

- (1) Information that the Registrant already have when it is disclosed or obtained from Yamaha.
- (2) Information that is already publicly known when it is disclosed or obtained from Yamaha.
- (3) Information that is already publicly known due to reasons not attributable to the Registrant after it has been disclosed or obtained from Yamaha.
- (4) Information obtained from a third person with legitimate authority without any obligation of confidentiality.
- (5) Information originally developed and acquired by the Registrant without relying on any information disclosed by Yamaha.
- (6) Information obtained with Yamaha's prior written consent.

Article 11 (Cancellation of use of this Service by Yamaha)

If Yamaha determines that the Registrant falls under any of the following, Yamaha may temporarily suspend or cancel the license of access to and use of this Service for the Registrant without prior notice.

1. When it is found that there is a falsehood in the contents of the application for use.
 2. When the ID and password are used improperly.
 3. When the Registrant interferes with the operation of this Service.
 4. When the Registrant violates any of this Terms of Use.
 5. In any other cases where Yamaha deems it inappropriate due to reasonable cause.
- If Yamaha suffers damage due to actions of the Registrant, the Registrant shall compensate for such Yamaha's losses.

Article 12 (Termination of use)

When the Registrant wants to terminate the use of this Service, the Registrant shall notify Yamaha of the termination.

Article 13 (Discontinuation of this Service)

1. Yamaha reserves the right to discontinue the provision of this Service without the consent of the registrant. The discontinuation of this Service will be announced on this Service and notified to the Registrant through e-mail or other means.
2. Yamaha shall not be liable for any damages caused to the Registrant due to the discontinuation of this Service based on the preceding clause.

Article 14 (Limitation of liability)

1. Yamaha and/or any of Yamaha's affiliates are not required to be liable to the Registrant for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever) and third parties' damages caused by the Registrant's actions, arising out of or related to the use of this Service or otherwise under or in connection with any provision of this Terms of Use or the License Agreement, under any theory of tort, contract, or otherwise; except in the case of gross negligence or willful act.
2. In the event that Yamaha and/or any of Yamaha's affiliates is liable to the Registrant, the subject of those liabilities shall be limited only to the actual and direct loss or damage incurred by the Registrant. In no event Yamaha shall be liable for any lost profits, diminution in value, exemplary, punitive, special, incidental, consequential or indirect damages or the like.
3. Any disputes, controversies and/or difficulties arising between the Registrant and any third parties in connection with the Registrant's use of this Service shall be resolved by the Registrant at its own cost and responsibility.

Article 15 (Effective term)

The License Agreement shall become effective from the date Yamaha completed the registration of the application in accordance with Article 3 to the date to be notified separately by Yamaha to the Registrant simultaneously with notification of the ID and password under Article 3.

Article 16 (Surviving provisions)

The Registrant shall comply with the provisions of Article 4 clause 6, Article 6, Article 9, Article 10, Article 11, Article 13 clause 2, Article 14, Article 16, Article 17, and Article 18 of this contract, not only after the expiration of the validity period of this contract, but also after the termination of this contract due to cancellation or termination.

Article 17 (Miscellaneous)

1. This Terms of Use and the License Agreement shall be governed and interpreted exclusively by the substantive laws of Japan, without regard to the principles of conflicts of law, and without regard to, and not including, the United Nations Convention on Contracts for the International Sale of Goods.
2. The Registrant shall comply with all applicable international and national laws that apply to this Service, including any trade or export regulations, as well as end-user, end-use, and destination restrictions issued by any competent authorities.
3. If any provision of this Terms of Use or the License Agreement is held invalid or unenforceable wholly or in part, the validity or enforceability of the other provisions shall not be affected thereby. The invalid or unenforceable provision shall be deemed replaced by such valid and enforceable provision which serves best the economic interest of the parties originally pursued by the invalid or unenforceable provision.
4. Any disputes, controversies, and/or difficulties that may arise between the parties out of or in connection with this Terms of Use or the License Agreement shall be settled amicably between the parties. In the event such amicable settlement cannot be reached within a reasonable time, such dispute shall be determined by arbitration to be held in Tokyo, Japan by the Japan Commercial Arbitration Association pursuant to its arbitration rules. The language to be used in all aspects of any such arbitration shall be the Japanese or English language. The results of said arbitration shall be final and the arbitral award shall be binding upon the parties hereto. Judgment upon the award may be entered into by any court having jurisdiction over the parties.
5. Nothing in this Terms of Use and the License Agreement shall limit any non-waivable right to this Service that the Registrant may enjoy under mandatory law.
6. This Terms of Use and the License Agreement shall be executed in, and controlled in all respects by, the English language. Any translation of this Terms of Use of the License Agreement in other language than the English language is provided for the Registrant's convenience only.