

IXG System License Certificate

-for ANZ region-

This document certify that the IXG license for the IXG site ##### has been increased accordingly.

Aiphone Pty Ltd has increased the license of the following site on DD-MM-YYYY.

SiteID:

SiteName:

Updated license volume:

Security Integrator Name:

The reference number for this transactions are.

SO number:

Reference Code:

MAC address: (Optional)

If you have any questions or concerns, please call Aiphone at +61(02)8036-4507 or email us at inquiry@aiphone.com.au.

Sincerely,

Aiphone Pty Ltd

IXG System License Management Team

TERMS AND CONDITIONS

These Terms of Service (hereinafter “Terms”) govern your legal rights to administer AIPHONE IXG mobile application services provided by the AIPHONE Co., Ltd. and its subsidiaries (hereinafter “AIPHONE”, “We”, “Us” or “Our”). AIPHONE IXG mobile application services (hereinafter “Service” or “Services”) can be used to provide a live feed of images and sound from AIPHONE IX Door Station or AIPHONE IXG Entrance Station (or AIPHONE successors to those devices) through a mobile application published by AIPHONE. Please read these Terms carefully before using or accessing the Services to administer the Services. By using or accessing the Services, you signify your acknowledgement and assent to the terms and conditions of use set forth below. These Terms constitute a binding legal agreement between you and AIPHONE. If you do not agree with these Terms, please do not use or access our Services.

USE OF SERVICES

Subject to these Terms, AIPHONE grants you the non-exclusive right, for administration of the Services in connection with the properties or buildings in Australia and New Zealand.

After registering for use of the Services on the IXG support tool (or other tool provided or as directed by AIPHONE), you will be given access to AIPHONE IXG Portal (or equivalent tool), through which you can place individual orders for Services (hereinafter the “**User Account**”). You are required to give correct and truthful data during registration, and also when ordering Services. You are also required to update the data given in the User Account if there are any changes to this data. The data given by you when ordering the Services are considered correct by AIPHONE. Access to the User Account is protected by a login ID and password. You are required to keep login and access data relating to the User Account confidential. You must not enable access to the User Account to third parties. You are required to inform AIPHONE immediately if you suspect any misuse or disclosure of your login or password to a third party. If AIPHONE reasonably suspects that you have violated, are violating or are likely to violate any of these Terms (including that the access data to the User Account has, is being or may be misused), AIPHONE is entitled to suspend your access to the User Account (and your use of the Services) for a reasonable period to conduct investigations. AIPHONE is entitled to close the User Account (and terminate your access to the Services) if the result of our investigations indicates that you have violated, are violating or are likely to violate these Terms, or if you have failed to cooperate with our reasonable requests during the investigations. You acknowledge that the User Account may not be accessible at all times, particularly with regard to performance of the maintenance of hardware and software by AIPHONE or third parties.

You agree not to make any use of the Services that violates any applicable law, rule, or regulation, that violates any right of privacy or similar right of any person, or that is in any way intended or has the effect of harassing, threatening, or harming any person. Additionally, to the extent applicable, you are responsible for providing any required notices and gaining any required consents for any functions of the Services (including any transfer of live feed and recordings to AIPHONE for the purposes of maintaining the Services); and you give AIPHONE consent to transmit or store any live feed or recordings of any such content or communications through the Services. You further acknowledge and agree that AIPHONE may disclose or produce data constituting or relating to such monitoring or recording, or otherwise relating to use of the Services, if required or authorised by or under applicable laws.

You further agree not to do any act which aims at reverse engineering, decompiling, or disassembling the Services, or any app or underlying software that may support provision of the Services.

ENTIRE AGREEMENT; CHANGES TO THIS AGREEMENT AND SERVICES

These Terms, including any documents expressly referenced herein, constitute the entire agreement between AIPHONE and you, and supersedes any prior or contemporaneous agreements.

AIPHONE has the right to immediately vary any or all of the Terms by written notice to (i) comply with any laws or regulatory requirements or (ii) correct clerical errors. AIPHONE has the right to vary any or all of the Terms on two months’ notice if that variation will not, in AIPHONE’s reasonable opinion, have a material adverse impact on your administration of the Services. AIPHONE otherwise has the right to vary any or all of the Terms on three months’ notice. AIPHONE will provide the said notice to you through the Services, an email, or some other reasonable means. In case you disagree with the changes, you should notify us in writing and discontinue all use of and access to the Services immediately. By continuing to use or access our Services to administer the Services after such changes, you are expressing your acknowledgement and acceptance of the changes. The Services may change over time due to changes in legislation, technological changes in the underlying of the Services, expansion and improvement of the Services or where necessary to protect the legitimate business interests of AIPHONE.

TRADEMARKS, COPYRIGHTS, AND INTELLECTUAL PROPERTY

The app, the technology used by AIPHONE to render the Service, and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of AIPHONE and its licensors. AIPHONE and its licensors reserve all rights not expressly granted to you in these Terms. All suggestions or feedback provided by you to AIPHONE with respect to the Services shall be AIPHONE’s intellectual property. To the extent intellectual property rights in such suggestions or feedback are not vested in AIPHONE, you hereby assign to AIPHONE, and will procure the assignment to AIPHONE, all rights, titles and interests in the suggestions or feedback upon the creation of such intellectual property rights. AIPHONE may use, copy, modify, publish, or redistribute any such submission of suggestions or feedback for any purpose and in any way without any compensation to you. AIPHONE does not waive any rights to use similar or related ideas previously known to AIPHONE, developed by its employees, or obtained from other sources.

PAYMENT

When you set up the Services, you may enroll in our lifetime-of-Services paid plan. You understand and agree that a “lifetime-of-Services” plan means you will be entitled to access our Services for so long as the Services are offered by AIPHONE, but always

subject to our right to terminate or vary the Services as described in these Terms. The fee for administration of the Services is included in the purchase price of the "IXGW-GW Lifetime License Gateway Adaptor"/"IXGW-AO Lifetime License Gateway Adaptor" (the "Adaptor") and although you may be required to pay an additional license fee to use the Adaptor if the number of rooms where the users of the Services reside increase after your purchase of the Adaptor, you are not required to pay any fees pursuant to the Terms. AIPHONE MAKES NO REPRESENTATION OR WARRANTY REGARDING THE LENGTH OF TIME THAT IT WILL CONTINUE TO OFFER THE SERVICES OR THE LENGTH OF TIME THAT YOU WILL ULTIMATELY BE ABLE TO USE SERVICES UNDER THE SERVICE PLAN. AIPHONE MAY CEASE TO PROVIDE YOU THE SERVICES WITHOUT NOTICE FOR THE PURPOSES OF COMPLYING WITH ANY LAWS OR REGULATORY REQUIREMENTS. OTHERWISE, AIPHONE WILL MAKE REASONABLE EFFORTS TO NOTIFY YOU, SUCH AS THROUGH THE SERVICES, SENDING YOU AN EMAIL, OR SOME OTHER MEANS NO LATER THAN ONE YEAR PRIOR TO THE EFFECTIVE DATE OF THE CESSATION.

CANCELLATION/TERMINATION

The following terms on cancellation and termination do not exclude or limit any rights you may have at law, including under any consumer protection legislation.

Cancellation by You

In this case, AIPHONE will not refund to you any charges incurred.

Cancellation by You – Defects in Supplied Equipment

You may also cancel your subscription to the Service plan, through such method separately designated by us, through the methods and on the time lines provided through that tool, where equipment provided by AIPHONE fails to allow proper use or access of the Services due to defects as provided by AIPHONE or other fault of AIPHONE. Such cancellation will have an effective date as of the end of the existing period of service or as otherwise agreed by AIPHONE based on its review of any defects or similar issues. In this case, after the effective date of cancellation, AIPHONE will not refund you a pro rata portion of the Equipment usage fees corresponding to the unused period (if any).

Termination by AIPHONE

AIPHONE may terminate its contractual relationship with you and cease providing Services immediately for violation by you of these Terms. In this case, AIPHONE will not refund to you any charges incurred.

UPDATES

From time to time, AIPHONE may develop updates, upgrades, patches and other modifications to improve the performance of the Services or for other reasons in our sole discretion ("Updates"). You agree that AIPHONE may automatically install such Updates without providing any additional notice to you or receiving any additional consent from you (except where expressly required elsewhere in these Terms), provided that such Updates do not materially adversely affect the performance of the Services.

You also acknowledge and agree that it may be necessary to update the Adaptor and/or the system, as AIPHONE may reasonably instruct from time to time, for the purposes of accessing all or part of the Services or Updates.

NO CRITICAL USES

You acknowledge and agree that the Services are not intended for use in high-risk, high-sensitivity, or hazardous environments requiring fail-safe controls, including without limitation life support systems, nuclear facilities, aircraft navigation/communication systems, air traffic control, and weapons systems; and you will not use the Services for such purposes.

NO REPRESENTATIONS OR WARRANTIES

THE SERVICES ARE PROVIDED "AS IS," AND AIPHONE DOES NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW AIPHONE EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY REGARDING, WITH RESPECT TO THE SERVICES, ACCURACY, MERCHANTABILITY, USABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF COPYRIGHT OR ANY OTHER RIGHT OF A THIRD PARTY, ANY WARRANTY REGARDING THE ACCURACY, QUALITY, OR RELIABILITY OF ANY INFORMATION OR CONTENT TRANSMITTED OR OBTAINED THROUGH THE SERVICES, AND ANY WARRANTY THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. ANY USE OF THE SERVICES IS AT EVERY USER'S OWN RISK.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR GUARANTEES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU OR MAY NOT APPLY ENTIRELY TO YOU.

EXCLUSION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AIPHONE SHALL NOT BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT DAMAGES, INDIRECT DAMAGES, DAMAGES ARISING OUT OF A SPECIAL REASON, LOSS OF PROFIT, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND

OTHER PECUNIARY DAMAGES) RESULTING FROM ANY USE OF OR INABILITY TO USE THE SOFTWARE OR THE SERVICES OR ANY DEFECTS OF THE SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

INDEMNITY

You agree to indemnify, defend and hold harmless AIPHONE, its affiliates, officers, directors, employees, consultants, agents, and suppliers from any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys' fees) arising from your violation of these Terms or the infringement or violation of intellectual-property, proprietary, privacy, or similar rights by you or any other user of your account.

CHOICE OF LAW

You irrevocably agree that these Terms are governed by and interpreted in accordance with the laws of Japan.

SEVERABILITY AND SURVIVAL

If any provision of these Terms shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining terms of use and shall not affect the validity and enforceability of any remaining provisions.

Provisions that, by their nature, should survive termination of these Terms shall survive termination. By way of example, all of the following will survive termination: any obligation you have to pay us or indemnify us or hold us harmless, any limitations on our liability, any terms regarding ownership of intellectual property rights, and terms regarding disputes between us.

NO THIRD PARTY BENEFICIARIES

There are no third-party beneficiaries to these Terms.

PRIVACY

Please see our Privacy Policy for information regarding the collection and use of personal information collected through the Services.

ARBITRATION

All disputes, controversies or differences arising out of or in connection with these Terms shall be finally settled by arbitration in accordance with the Arbitration Rules of the Singapore International Arbitration Centre (the "Arbitration Rules") for the time being in force. The place of the arbitration shall be Singapore. The arbitration will take place in Australia, Japan, Singapore or such other jurisdiction as we and you may jointly agree, or be conducted remotely, to the extent that it is permitted under the Arbitration Rules. The arbitral proceedings shall be conducted in English.

You hereby acknowledge and agree that the above provision is reasonably necessary to protect our legitimate interests, particularly our desire to avoid litigation in multiple jurisdictions given our global operations and to handle disputes in an efficient manner.

Last updated on 2023/01/05