

HANDY PLASTIC SENSOR By RICOH - TERMS OF SERVICE

These Terms of Service (hereinafter referred to as "Terms") specify the basic terms and conditions with regard to the use of HANDY PLASTIC SENSOR By RICOH (hereinafter referred to as the "Application") with which RICOH COMPANY, LTD (hereinafter referred to as the "Company") provides the users who use the Application (hereinafter referred to as the "User"). Before using the Application, please check Terms and conditions and use this Application only if the User agree. If the User use the Application, these Terms shall be deemed to be accepted by the User. In addition, English translation is provided for User's convenience and only Japanese language version of the Terms shall apply.

Article 1

1.1 If one or more of the provisions these Terms are found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected.

1.2 If the User use the Application, these Terms shall be deemed to be accepted by User.

1.3 The Company may change the Terms at its discretion in the following cases:

- (a) if any change in the Terms is in conformity with the general interest of User's: or
- (b) if any change in the Terms is not contrary to the purpose of which Terms are made and is reasonable in light of the necessity of the change, the contents of the change and other circumstances pertaining to the change.

1.4 The Company shall post User on the change, the contents of the change, and effective date of the new terms and conditions through Company's website (<https://industry.ricoh.com/handy-plastic-sensor/support>) or by e-mail no later than 6 months prior to the effective date of the change if the Company determines to change the contents of the Terms.

1.5 If the User use the Application after the effective date of the change of the Terms, the new terms and conditions are deemed to be accepted by the User.

Article 2

2.1 The User may use the Application, in cooperation with RICOH HANDY PLASTIC SENSOR (hereinafter referred to as "Handy Sensor"), for purpose of analysis the measurement data on resin and displays of the results.

2.2 The Company may designate communication equipment, hardware, internet connection environment, and other restrictions (hereinafter referred to as the "System Conditions") necessary to use the Application. Provided, however, that Company shall not guarantee that

the Application can be used without any problem, subject to the System Conditions. The User shall prepare the System Conditions and confirm whether the System Conditions are suitable. The User shall be required to bear the cost of System Conditions.

2.3 The User shall purchase Handy Sensor from the supplier that Company specified for the purpose of the use of the Application.

Article 3

3.1 The User may use the Application without any registration. Provided, however, that the User shall access the app store and download the Application.

3.2 The Company provide the User with the Application free of charge, and the User can use the Application free of charge.

3.3 The Company may display third-party advertisements on the Application. The Company shall not be liable to the User at all even if any dispute arises from or in connection with the transactions based on the advertisements between the User and the third party.

Article 4

4.1 The Company shall not be liable to User, in the event of the infringement of any third-party's right or the violation of law by the User. In this case, the User shall be responsible at all.

4.2 The User shall take appropriate measures in advance, such as backup, to enable the User to restore the data recorded in Handy Sensor and the Application in preparation for unforeseen circumstances.

4.3 The Company shall not be liable for any loss or damage to the data set forth in the preceding paragraph by using the Application.

Article 5

5.1 Company may temporarily suspend Application in the event of any of the following reasons:

- (a) an important reason for maintenance and construction of equipment:
- (b) if an impediment to the equipment is caused without Company's responsibility:
- (c) if natural disasters, landslides, or other emergencies occur:
- (d) if the login method and other systems of a part of the Application provided by a third party (as specified in Article 8) have been suspended: or
- (e) if other circumstances that the Company deems necessary for the operation or technical use of the Application occur.

5.2 The Company may terminate a part or all of Application at the Company's discretion. In

this case, the Company shall announce the termination on the Company's website in advance.

Article 6

6.1 User shall not do the following acts, including the case that the Company deems the following acts to be applicable.

- (a) acts that infringe other's intellectual property rights such as copyrights, trademark rights, portrait rights, trade secrets, or other rights:
- (b) acts that infringe property rights of others:
- (c) acts that defame the reputation or damage credibility of others or infringe their privacy:
- (d) acts that cause tangible or intangible unprofitability or damage to others:
- (e) acts that transfer, distribute, sell, rent, lease or re-license the Application to a third party:
- (f) acts that separate the multiple components, install them on multiple computers or smartphones if the Application consists of them:
- (g) acts that copy any part of the Application except as expressly specified in these Terms:
- (h) acts that modify any part of the Application:
- (i) acts that trace, debug, reverse engineer, decompile, or analyze, or attempt to extract any of the source code of the Application:
- (j) acts that remove the rights displays of the Application or the Handy Sensor, trademarks of the Company and acts that make them unclear:
- (k) acts contrary to public order and morals:
- (l) criminal acts or acts that lead to or promote criminal acts:
- (m) acts that use or provide harmful programs such as computer viruses:
- (n) acts that violate the laws and regulations of Japan or other countries or regions, or that cause trouble to other User or the Company:
- (o) acts that directly or indirectly causing or facilitating acts specified in the foregoing provisions: or
- (p) other acts that the Company deems inappropriate.

6.2 The Company shall not be liable to User for confirming whether the User's use of Application falls under each of the foregoing provisions specified in Article 6.1.

Article 7

7.1 If the Company determines that the User falls under any following cases, the Company may temporarily or permanently prohibit the User from the use of a part or all of the Application without any notice.

- (a) if there is an act that violates these Terms by the User:

(b) if there is no response within 14 days to the Company's inquiries or other requests for answers:

(c) if the User is crime syndicates, members of crime syndicate, or other antisocial forces (hereinafter referred to as the "Antisocial Force"). Or if the User engage in any kind of interaction or involvement with the Antisocial Force, such as cooperating with or involving in the support, operation, or management of the Antisocial Force through funding or other means:

(d) if the User is the party who has violated these Terms in the past, or who had taken the measure specified in this Article:

(e) if there is a need to protect the vital interests of a third party, such as life, health or property: or

(f) if there is a case that the use of the Application by the User is not appropriate, except as specified in this article.

Article 8

8.1 The Company may subcontract or outsource part of its business to a third-party designated by the Company.

8.2 The Company may provide the User with login methods and other parts of the Application using systems provided by a third-party. In this case, the terms and conditions of use of the system can be based on the agreement or terms of services between the Users and the third party. The Company shall not be liable to the User for the use of the third-party system by the User.

8.3 The Company may display links of third-party websites or resources. The Company shall not be liable to the User at all if the User uses the websites or resources.

Article 9

9.1 Service materials, technical information, and other works available in connection with the Application (hereinafter referred to as the "Copyright Material") are the intellectual properties of the Company or third parties, which are protected by copyright laws and other laws of each country. The User is prohibited from reproducing, modifying, uploading, posting, publicly transmitting, transferring, distributing, licensing, selling, publishing Copyright Material without the prior written authorization of the Company or the third parties.

9.2 The User is prohibited from using of trademarks or registered trademarks of the Company, such as "RICOH", "Ricoh" or "Ricoh Handy Plastic Sensor", which the Company displays when providing the Application, without the prior written authorization of the Company. In addition, trademarks, service marks and logos displayed in the Application can be registered

trademarks or trademarks of third parties other than our company.

9.3 The User shall not be entitled to transfer and license of the patents, the trademarks, the copyrights of the Company or the third parties except as expressly authorized by the Company.

Article 10

The User shall be liable to the Company for any general, special, incidental, or consequential damages, including, without limitation, loss of profits or revenues arising out of the User's breach of any provisions of these Terms.

Article 11

The User may acquire absorption characteristics of the plastic and the photo information (collectively, hereinafter referred to as the "Data" in this article) through using of the Handy Sensor and the Application. The User shall store the Data at the User's own risk. The Company shall not be liable to the Users at all.

Article 12

These Terms and any dispute relating thereto shall be governed by, and construed in accordance with, the laws of Japan. Any dispute arising out of, or in relation to Terms shall be subject to exclusive jurisdiction of the Tokyo District Court.

Article 13

Inquiries about Application are made only in Japanese, and we cannot respond to inquiries in other languages. The Company shall not be liable to Users for responding to all inquiries.

Article 14

14.1 THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS OR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY SPECIFIED IN THESE TERMS.

14.2 Application is affected by the User's hardware, network environment, other conditions and depends on communication facilities or lines, or other conditions. THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF INTEGRITY OR ABAILABILITY OF THE APPLICATION.

14.3 IN NO EVENT SHALL COMPANY BE LIABLE FOR (a) GENERAL, INDIRECT OR CONSEQUENTIAL DAMAGES, (b) LOSS OF ANTICIPATED PROFIT OR REVENUE,

LOSS OF USE, COST OF CAPITAL, DOWN-TIME COSTS, OR COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT OF POWER; OR (c) ANY OF THE FOREGOING SUFFERED BY A CUSTOMER OF THE USER, INCLUDING WITHOUT LIMITATION, DAMAGES CAUSED TO THE USER BY INSTALLING, SUSPENDING, CHANGING, OR TERMINATING THE APPLICATION, BY SYSTEM CONDITIONS, BY CORRUPTION OF ANY CONTENT, OR BY FORCE MAJEURE (INCLUDING, WITHOUT LIMITATION, WAR, NATURAL DISASTER, PANDEMIC).

14.4 The Company shall not be liable to User for resolution of any conflict (hereinafter referred to as the "Conflict"), including, without limitation, negotiations, lawsuits between the Users or between the User and a third-party. IN NO EVENT SHALL COMPANY BE LIABLE FOR (a) GENERAL, INDIRECT OR CONSEQUENTIAL DAMAGES, (b) LOSS OF ANTICIPATED PROFIT OR REVENUE, LOSS OF USE, COST OF CAPITAL, DOWN-TIME COSTS, OR COST OF SUBSTITUTE PRODUCTS, FACILITIES, SERVICES OR REPLACEMENT OF POWER; OR (c) ANY OF THE FOREGOING SUFFERED BY ANY CONFLICT.