

Terms of Use for Navicon and NaviBridge

Article 1. Application of Terms of Use

This Terms of Use sets forth the rules concerning the use of the application and service “NaviCon” (including “NaviBridge”) for smartphones and tablets (“Mobile Information Terminals”). All users who use the Application and Services shall consent to being subject to this Terms of Use and Privacy Policy. If the Users consent to this Terms of Use, this Terms of Use is the agreement between User and DENSO CORPORATION (the “Company”) .

Article 2. Definitions

In this Terms of Use, the following terms shall be used in the following meaning.

(1) Application

“NaviCon” and “NaviBridge” applications provided by the Company for mobile information terminals.

(2) Services

The services provided by the Company or its business partners through the Application.

(3) Website

The website operated by the Company with the name “NaviCon.” and “NaviBridge”

(4) Collaborative Application/Website

Applications or websites for mobile information terminals which are capable of activating NaviCon using NaviCon URL and are provided by the Company or companies, individuals or entities other than the Company

(5) Users

All of the people who use the Services.

Article 3. Changes of Terms of Use and Notice thereof

1. The content of this Terms of Use may be changed without consent of Users.
2. The company may change this Terms of Use at the discretion of the Company in the following cases.
 - (1) In the case changes of this Terms of Use conforms to user’s general interest
 - (2) In the case changes of this Terms of Use is not contrary to the purpose of this Terms of Use and is found reasonable in light of the necessity of the amendment,

the appropriateness of the changed contents and the circumstances regarding to changed contents and other changes.

3. Company shall change this Terms of Use according to preceding paragraph by any of the following ways.
 - (1) To clarify the changed Terms of Use and get prior consent of User.
 - (2) To notify the fact that this Terms of Use will be changed, the changed Terms of Use and its effective date to the User by posting the changed Terms of Use on the Website or on the Application by 14 days before the effective date of changed Terms of Use.
4. If the Company changes this Terms of Use in accordance with (2) of preceding paragraph and User uses the Services after the changed Terms of Use come into effect, the User shall be deemed to have consented to the changed Terms of Use.

Article 4. Use of the Services

1. The User agrees to the terms of use set forth by the Company and other terms and conditions (including, but not limited to, contracts, precautions and explanations) in using the individual services contained in the Services.
2. This Terms of Use is intended only for the Services regarding the provision by the Company or its business partners and is not intended for the Collaborative Application/Website that is activated through the Services. The Company does not make any confirmation or warranty with respect to the operation of the Collaborative Application/Website.
3. Although the Company makes effort to check the functions with respect to the Applications, the Company does not warrant the operations thereof. In the event the function provided by the Application is lost due to a latent defect in the Application, the Company will endeavor to improve, but shall not commit to, the execution and time of improvement.
4. The Company will not make a backup of the information concerning the User. The backup of information concerning the User shall be made at the User's responsibility.

Article 5. Burden of Expenses

The Services can currently be used for free of charge; provided, however, that the preparation of the Mobile Information Terminal and the expenses, connection costs with the network service providers required for their operation, packet fees for the Mobile Information Terminals and other communication fees required to use the

Services shall be managed at the User's responsibility under the User's burden.

Article 6. Control of Information Capable of Identifying Individuals

1. The Company may collect information that can identify an individual User in connection with the provision of the Services.
2. The information that is capable of identifying an individual User collected by the Company will be handled carefully in accordance with the following "Privacy Policy". The "Privacy Policy" is also available at <https://navicon.com/user/support/rule/policy.html>. The Users shall understand and consent to the contents of the "Privacy Policy" when the Users use the Services.

Article 7. Preparation of Environment to Use the Services

Prior to the use of the Services, the User shall prepare the hardware, software and internet connection environment and the like that will be necessary for use of the Services, at their own responsibility, and maintain them in a condition in which they are capable of using the Services. If a renewal of the software occurs as a result of any phenomenon, the User shall renew the use environment to the best condition to maintain the performance of the Services.

Article 8. Prohibition of use other than for Personal Use

The User may not use the Services or any information that can be obtained from the Services for purposes other than for personal use without prior Company's consent (in addition to commercial purposes, this means any purpose other than for personal use).

Article 9. Intellectual Property Rights

The intellectual property rights concerning the contents contained in the Services belong to the Company, its business partners or a third party that is providing such contents. Some of the contents are provided according to a license from a business partner or a third party and the use of these contents are in accordance with the provisions of the conditions of use by the business partner or third party.

Article 10. Prohibited Acts

The Company prohibits the following acts or acts that are likely to correspond to the following acts by the User. If the User violates the provisions this Terms of Use, the Company may prohibit the User from using the Services. Further, if the Company or

its business partners suffer any loss or damages as a result of the User violating this Article or other provisions of this Terms of Use, such User shall compensate the damage suffered by the Company or its business partners:

- (1) Criminal acts and acts that lead to criminal acts;
- (2) Acts that infringe the rights of others;
- (3) Acts that damage the reputation of others;
- (4) Acts that infringe the privacy of others;
- (5) Obscene acts;
- (6) Offensive acts;
- (7) Acts that violate good public morals;
- (8) Acts of discriminative expression;
- (9) Acts of defamation and slander;
- (10) Acts of harming minors;
- (11) Acts that cause mental or economic damage to others;
- (12) Acts of posting false content (texts, images, information, etc.);
- (13) Fraudulent acts;
- (14) Acts of advertisement or solicitation;
- (15) Acts of establishing, soliciting or operating endless money chains (Ponzi schemes);
- (16) Acts that violate the Public Offices Election Act;
- (17) Acts that infringe intellectual property rights (copyrights, trademark rights, patent rights, etc.);
- (18) Acts that use the Services to spoof other persons or alter information;
- (19) Acts that bring about an impediment to the Company's business or the use of the Services by other Subscribers such as by using harmful programs such as computer viruses and by unauthorized access;
- (20) Acts that interfere with the operation of the Services to damage the trust of the Company or its business partners;
- (21) Acts that collect or accumulate personal information of other Users or acts that attempt to do so;
- (22) Acts of entering the personal information of a third party without the consent of such party;
- (23) Acts that assign, lend, sell/purchase, change the name of, establish a right of pledge on, sublicense, offer as collateral the rights and obligations based on this Terms of Use, in whole or in part;

- (24) Acts of analyzing or altering the source code of the Application;
- (25) Acts that violate laws, regulations or ordinances; and
- (26) Other acts that the Company determines to be inappropriate;

Article 11. Change of Contents of the Services, etc.

The Company may change, suspend or terminate the contents of the Services at any time without notifying the User in advance. In any event, the Company does not bear any liability to the User or third party in relation to the suspension or termination of the Services.

Article 12. Indemnification

1. The Company and its business partners do not make any warranty as to the completeness, accuracy, certainty or usefulness of the Services and the information that the User obtains through the Services, and the applications shall be provided as-is. Neither the Company nor its business partners shall be liable for any of the following matters except the case where there is intent or gross negligence by the Company. If the Company or its business partners incur any cost or pay compensation in connection with the settlement of complaints or claims relating to the following matters, the User shall pay the cost and compensation (including attorney's fees incurred by the Company):
 - (1) Loss or damage suffered by the User in regard to the use of the Services or the inability to use the Services;
 - (2) Loss or damage suffered by the User as the result of changes to this Terms of Use, the suspension of the Services or the discontinuation of the Services;
 - (3) Loss or damage caused to other Users or third parties as the result of the User's use of the Services;
 - (4) Loss or damage arising from suspension, delay or discontinuation of the Services, loss of data, unauthorized access to data or unauthorized alteration of a communication line, computer, etc.;
 - (5) Loss or damage due to statements, transmissions or acts by third parties through the Services;
 - (6) Equipment and operation of software used by the User;
 - (7) Expenses for connections claimed by telephone companies or various communication carriers when using the Services;
 - (8) Loss or damage arising as a result of data including text or images posted by

the User on the Services and other loss of data stored by the Services or suspension of functions of servers;

- (9) Loss or damage arising as a result of the use of the Collaborative Application/Website by the Services and provided by companies, individuals or entities other than the Company and the operation of such activation;
- (10) Loss or damage arising as a result of the name and icon information of the Collaborative Application/Website registered by companies, individuals or entities other than the Company and shown on the Services;
- (11) Any loss or damage arising in regard to the Collaborative Application/Website; and
- (12) Any other loss or damage arising from or in connection with other matters relating to the Services.

Article 13. Responsibility for Advertisements and Transactions of those other than the Company

- 1. The Company does not bear any liability for loss or damage resulting from transactions made due to the advertisements posted in the Services and loss or damage resulting from the advertisement being posted.
- 2. The Company is not involved with any transactions (including promises, preparations and negotiations of transactions) between the User and the business partners or companies, individuals and groups besides the Company that provide the Collaborative Application/Website.

Article 14. Handling of Links

The Company shall not be liable for any occurrence caused by other websites that are linked with the Services. Other websites mentioned here include, in addition to websites linked with the Services, websites which are linked from the content of the Services. Accordingly, the Company shall not be liable for any loss or damage arising from information posted on other websites.

Article 15. Governing Law, Jurisdiction

This Terms of Use shall be governed by the laws of Japan, and in case of any dispute arising from the Services or in relation to this Terms of Use between the parties, the Nagoya District Court or the Tokyo District Court shall be the court of first instance having exclusive jurisdiction.

Article 16. Notification of Violation of Terms of Use

If the User discovers an act such as of other Users violating this Terms of Use, such User shall notify the “Inquiry Section” of the Website.

(Supplementary Notes)

Company names and product names posted on the Application and the Website may be trademarks or registered trademarks of the respective companies.

- “NaviCon” and the “NaviCon” logo are trademarks or registered trademarks of DENSO Corporation.
- “NaviBridge” and the “NaviBridge” logo are trademarks or registered trademarks of DENSO Corporation.
- “MapQR” is a trademark or registered trademark of DENSO Corporation.
- “Apple,” “iPhone,” “iTunes,” “iPod,” “iPod touch,” “AppStore” and the “AppStore” logo are trademarks or registered trademarks of Apple Inc.
- “Google,” “Android,” “Google play,” the “Google play” logo, “Google Maps” and “Picasa” are trademarks or registered trademarks of Google Inc.
- “KKP (*kurukurupi*)” and “Spin n’ Click” logos and icons are trademarks or registered trademarks of DENSO Corporation.
- Other company names and product names posted on the Application and the Website are trademarks or registered trademarks of the respective companies.
- Although company names and product names stated on the Application and the Website may not necessarily have a trademark indication (®, TM), but that does not mean that those company names and product names do not belong to the rights of anyone.
- Trademarks or registered trademarks of the respective companies posted on the Application and the Website are used in accordance with the terms of use, guidelines or other rules concerning such trademarks.

The application programming interfaces provided by the third parties are used in the Services in accordance with terms of use, guidelines or other rules provided by the respective third parties. However, such use shall not represent that the third parties individually approve or authorize such use by the Services.

This Terms of Use shall come into force as from May 1st, 2018.