

## **KENWOOD Route Network Service “Route Collector” User’s Agreement**

This KENWOOD Route Network Service “Route Collector” User’s Agreement (“Agreement”) sets forth the terms and conditions for use of the KENWOOD Route Network Service “Route Collector” provided by JVCKENWOOD Corporation (“Service”) to the users who fulfill the requirements for “Conditions of Use” in the paragraph 1 (“User(s)”), and the rules for handling User’s information necessary for use this Service.

### 1. Conditions of Use

Users who desire to take advantage of this Service must however first register themselves upon agreeing to the terms of this Agreement. This Service may only be used by Users for personal use, not for commercial use.

The terms of this Agreement may be revised or modified as necessary at our option without prior notice. In such event, Users shall hereby agree to the application of any such revisions or modifications as a condition to continued use of the Service.

Also, Users shall be solely responsible for managing and using their registered user account names and passwords. In no event can we accept any responsibility for any problems or damages resulting from the User’s management and usage of its user account name and password management.

### 2. Period for the Service

Users may in principal continue to use the Service as long as it is being provided by us. However, the Service may be changed, suspended or cancelled at our option without prior notice.

### 3. Disclaimer

The User shall undertake use of the Service at its own individual responsibility, and accordingly we shall not assume any responsibility for usage of the Service by the User, including but not limited to the examples as follows.

- (1) We shall make no warranty as to completeness, legality, moral correctness, recentness, and appropriateness of the Service and the User shall assume full risk and individual responsibility for using the Service.
- (2) We shall assume no responsibility for any loss or damage that may be incurred by the User due to its use of or inability to use the Service, regardless of whether such loss or damage is direct or indirect, foreseeable or unforeseeable, including but not limited to special damages.
- (3) We shall not be involved in nor assume responsibility for any acts, problems, and other issues between Users.
- (4) Should any third parties suffer losses or damages as a result of the User’s use of the Service, we shall assume no responsibility therefor.

- (5) Should the User suffer losses or damages from misuse by any third parties of the User's registered user account name or password for the Service, we shall assume no responsibility therefor.

#### 4. Prohibited Matters

Concerning the use of the Service, the following or similar acts by the User are prohibited. Further, should we determine that the User has violated the terms of this Agreement, we reserve the right to suspend use of the Service by the User without prior notice, or take other necessary measures as we may deem necessary. In such case, we bear no obligation to disclose our reasons therefor.

- (1) Acts for commercial purposes or gain
- (2) Use of the account name or password of his own or any third parties for improper purposes
- (3) Infringement or acts that may likely infringe on the intellectual property rights of third parties (including but not limited to copyrights, design rights, patent, utility model rights, trademark, trade secrets, and know-how)
- (4) Infringement or acts that may likely infringe on the proprietary rights, honor, trustworthiness, portrait rights, privacy, publicity rights, and other rights or profits
- (5) Dissemination or distribution or acts that may likely constitute dissemination or distribution of contents that may be offensive to public morals and morals, or defamatory to third parties
- (6) Criminal acts, acts associated with criminal acts, or acts that may likely be criminal
- (7) Dissemination or distribution of junk mail, spam or malicious programs such as the computer viruses
- (8) Dissemination or distribution of false information
- (9) Obstruction or acts that may likely constitute obstruction of the operation of the Service
- (10) Acts that cause or that may likely cause trouble, disadvantages or damages to us or third parties
- (11) Use of the Service for illegal purposes
- (12) Other acts deemed inappropriate by us

#### 5. Compensation Claim

Should any complaints, lawsuits or similar claims be asserted against us by other Users or third parties for any reasons attributable to the User in connection with the Service, we reserve the right to claim from the concerned User any damages, costs and expenses which we may incur (including compensation, attorney fees and legal costs).

#### 6. Ownership of Intellectual Property Rights

All intellectual property rights (including but not limited to copyrights, design rights, patent, utility model rights, trademark, trade secrets, and know-how), the portrait rights, privacy, publicity rights

and other personal rights, and proprietary rights or other property rights of the information, text, image, program, layout, design, architecture, and others related to the Service are owned by us, or provided to us under license from the rights holder except for the rights of the thing which are made by User. The unauthorized copying, alteration, or sublicensing of such intellectual property rights, in whole or in part, without our consent may be prohibited by applicable law.

Further, our trade names, trademarks, logo marks and product names, some of which are registered, are used as names and symbols for commercial purposes. Also, trademarks, service names, symbols and other marks belonging to other parties, such as companies and individuals, are also included in the Service.

#### 7. Use of Public Information

We may save and store all information (including but not limited to text information, image information, and others) that were released, posted, uploaded, or saved by User via the Service. Furthermore, User shall agree that we may use such information as described previously in every possible condition toward smooth operation and improvement of the Service.

#### 8. Usage Fee

The Service shall be offered without charge to the User. However, the environment that is necessary for use this Service shall be prepared by User on his own responsibility and liability including any miscellaneous expenses such as provider, electricity, packet communication, and others.

#### 9. User Information

In order to take advantage of the Service, the User must first register user account name, password, the User's valid e-mail address and arbitrary User's information via the next page (collectively "Information"). We shall properly manage and keep Information as important data in conformity with our "Privacy Policy" and shall only use Information for issuing notices regarding completion of registration, maintenance of Service, suspension of Service, and procedures for reissuance of passwords. We shall not disclose Information for any purposes other than the foregoing without the prior consent of the User.

#### 10. Governing Law

The Agreement shall be governed by and construed in accordance with the laws of Japan.