

Website Terms of Use

Last Updated: September 19, 2023

Acceptance of the Terms of Use

These Website Terms of Use, together with any documents they incorporate by reference (these "Terms of Use"), are entered into by and between you and Tokyo Ohka Kogyo America, Inc. ("Company", "we", "our", or "us"). These Terms of Use govern your access to and use of our website (<https://www.tokamerica.com/>), and any content, functionality, and services offered on or through the website (collectively, the "Website").

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.tokamerica.com/wp-content/uploads/2023/10/Website-Privacy-Policy-rev2.pdf>, incorporated herein by reference.** If you are accessing or using the Website on behalf of an entity, you represent and warrant that you are authorized to agree to these Terms of Use on behalf of such entity. References to "you" and "your" throughout this Policy means you personally, and, if you are accessing or using this Website on behalf of an entity, you and such entity on whose behalf you access the Website. If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

This Website is offered and available to users who are thirteen (13) years of age or older. By using this Website, you represent and warrant that you are at least thirteen (13) years of age or older. If you do not meet this requirement, you must not access or use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy <https://www.tokamerica.com/wp-content/uploads/2023/10/Website-Privacy-Policy-rev2.pdf>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

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Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To send, knowingly receive, upload, download, use, or re-use any material that violates these Terms of Use;
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;

- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Website.

Feedback

You agree that any and all suggestions, comments, and feedback that you submit on or via the Website in connection with any Company products or services (“Feedback”) shall be deemed to be non-confidential, except as otherwise specifically agreed or required by law. The Company shall be free to use any Feedback without any restriction of any kind. Such Feedback may include ideas for new or improved products or services, concepts, know-how, techniques, etc.

Copyright Infringement

If you believe that any materials available on the Website violate your copyright, you may send us a notice requesting us to remove the material or block access to it. If you believe in good faith that someone has wrongly filed a copyright infringement against you, the Digital Millennium Copyright Act permits you to send us a counter-notice. Learn more at the U.S. Copyright Office (<https://www.copyright.gov/>).

Reliance on Information Posted

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Limitation on Liability

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Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with federal law and the substantive laws of the State of Oregon, without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use, our Privacy Policy, and any other documents and policies referenced herein and therein constitute the sole and entire agreement between you and us regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

Contact Us

All other feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: privacy@tokamerica.com.