

Terms and Conditions of Use of the BIM Parts Download Site

The Terms and Conditions of Use of the BIM Parts Download Site applies to use of the BIM Parts Download Site (hereinafter referred to as “the Site”) that the Toshiba Elevator and Building Systems Corporation (hereinafter referred to as “TELC”) offers. TELC offers the designated services to the person who fully understands and accepts the following conditions and then registers for the Site (hereinafter referred to as the “Registered User”). Therefore, the TELC assumes that the Registered User who uses the Site fully understands and accepts the following conditions.

The Site offers exclusive services to the following countries and regions: Hong Kong, India, Malaysia, Singapore, Taiwan, the United Arab Emirates, Oman, Saudi Arabia, Qatar, Azerbaijan, Vietnam, Thailand, and Bangladesh.

1. Services

The services that TELC offers on the Site (hereinafter referred to as the “Services”) have such functions as communicating and information referring. TELC may delete the Site, or add, delete, or alter the information and services on the Site without any prior notice to the Registered User.

The TELC assumes no obligation to offer any information except the information currently publicized on the Site.

2. Protection of Confidential and Personal Information

The TELC shall not use personal information of the Registered User for any purpose except the purposes of use listed in any of the following items.

- (1) To pay a visit to or deliver any items to the Registered User when the Registered User requests any services (such as inquiries and catalog delivery).
- (2) To inform the Registered User, via e-mail, post, or other means, about addition, alternation, suspension, other information, or urgent notice of the Services.
- (3) To send an e-mail, a mail, or others to the Registered User for advertisement or sales activities by the TELC, a group company of the TELC, or a business-partner company of the TELC (including overseas subsidiaries and group companies).
- (4) To send an e-mail or others to the Registered User to obtain the Registered User’s consent to use of personal information.

- (5) To use personal information for data aggregation, analysis, or other examination with the aim of further improvement of the Services or TELC's activities.

TELC may entrust services of all or a part of items listed above. In that case, TELC requires an entrusted company to manage personal information properly by a contract or other measures, and discloses the limited personal information necessary for the purpose of use.

TELC shall not disclose the resister's personal information to any third party except the purpose listed above. However, TELC may disclose personal information in the following cases.

- (1) Required to disclose personal information under court order or legal process.
- (2) Decided to be needed for protection of the rights, the property, and the safety of other customer's and TELC.
- (3) Other cases in which TELC discloses personal information based on Registered User's agreement.

Also, TELC may publicize aggregated information of statistically treated personal information. However, this aggregated information shall not contain the information that can identify an individual Resister User.

3. Confirmation of Registered Information

For the registration, a customer only entries a minimum of information for customer's convenience. To confirm the registered information, TELC's employees or his/her representatives including, but not limited to, a website support staff member and a salesperson, may confirm the information by phone, in a written form, by e-mail, or by paying a visit.

4. Prohibited Acts

When the Registered User uses the Site, the Registered User shall not conduct the following acts:

- (1) To manipulate or delete information available by the Services.
- (2) To send harmful computer programs to or write harmful computer programs in the Site.
- (3) To infringe the copyright and/or other intellectual property rights of other Registered Users, TELC, or any third party.

- (4) To slander or libel other Registered Users, TELC, or any third party, or to provide information against the fact or potentially against the fact.
- (5) To send or post an image, a document, or other formats which contain obscenity, pornography, child abuse, or other inappropriate content for young children, or, to act contrary to or to act potentially contrary to public order or morality.
- (6) To send an e-mail to other Registered Users or any third party for advertisement, solicitation, or other purposes without permission, or to send an e-mail (spam) against which other Registered Users or any third party can develop a feeling of disgust.
- (7) To infringe or potentially infringe the property or the privacy of other Registered Users or any third party.
- (8) To conduct election campaigns or similar acts.
- (9) To conduct religious recruitment or similar acts.
- (10) To run or conduct recruitment for pyramiding (an illegal pyramid scheme).
- (11) To conduct a criminal act or an act that, might lead to, or potentially lead to, a criminal act.
- (12) To violate or potentially violate laws or regulations.

And also, the Registered User shall not conduct other acts to prevent or potentially prevent operation of the Services.

5. Copyright

Unless otherwise specified, the copyright, any other intellectual property rights, and legal rights to be protected of the information which TELC offers through the Services, including, but not limited to, the information which the Registered User has modified, altered, offered, and made any other change, reasonably belong to TELC, and the Registered User shall not claim his/her copyright (including, but not limited to, moral right of authors).

While exceeding the purpose of communication with TELC or information referring by the Registered User, the Registered User shall not duplicate, publicize, broadcast, or publicly communicate, regardless of the means, any and all of information obtained through the Services without any prior consent of TELC or a person having the legitimate right of the information, and also, shall not make any third parties do such acts. If any of the violation listed above occurs, TELC may claim damages from the Registered User who has committed such violation.

If any disputes or troubles arise by violation of this Terms and Conditions, the Registered User shall resolve such dispute or trouble on his/her own responsibility and at his/her own expense, and shall not cause any troubles or damages to TELC.

6. Claim for Copyright Infringement

TELC, group companies of TELC, and business-partner companies of TELC respect intellectual property rights.

7. Disclaimer

- (1) TELC shall not guarantee the accuracy, usefulness, certainty, newness, or any other types of description regarding the Site operation or the information, content, materials, and products that are posted on the Site.
- (2) The Resister User shall be deemed to expressly agree to use the Site on his/her own responsibility.
- (3) TELC shall not guarantee that any e-mail sent from the Site, a server, or TELC will not be infected with any virus or any other harmful element.
- (4) TELC shall not bear any responsibility of delay or interruption of offering the Services. And if the TELC cannot offer the Services due to natural disasters, incidents, or other force majeure, TELC shall not be liable for any loss and damage which may be sustained.
- (5) TELC shall not be liable for any kind of damage which may be caused from the use of the Site, except when such damage may be caused from TELC intention or gross negligence.

8. Applicable Law

The applicable law of this “Terms and Conditions of Use of the BIM Parts Download Site” shall be the laws of Japan.

9. Dispute

If there may arise any dispute between the Registered User and TELC in relation to the use of the Site, the Tokyo District Court shall have exclusive jurisdiction of the first instance.

10. Inquiry Input Form

<https://www.webcom.toshiba.co.jp/elevator/en/infomation1.php>