

Terms of Service

These Terms of Service provides the terms of services for your use of the services (the “Services”) provided by Mitsubishi Heavy Industries Thermal Systems, Ltd. (the “Company”) in connection with the room air-conditioners of the Company for the external linkage functions (including the functions configured to operate the room air-conditioner by means of audio or other input through the external linkage terminal device as designated by the Company) through the “Smart M-air” application provided by the Company and the external linkage application configured to expand the functions of such application (collectively, the “App”) as well as the services on the App and the terminals designated by the Company.

You are authorized to use the App on condition that you give your prior consent to the Terms of Service and comply therewith. Upon your consent to the Terms of Service, the content hereof shall be deemed as accepted by you, and forms a part of the agreement by and between you and the Company.

If you do not consent to the Terms of Service, you are not authorized to use the App, in which case you are requested to immediately delete the App.

Sec. 1. (Use Terms of App)

1. You are authorized to use the App and the Services subject to the terms and conditions hereof to the extent of your personal use by downloading and installing the App to your own supported device with the supported OS as designated by the Company (the “Supported Device”).
2. Notwithstanding any provision hereof, any intellectual property right (including copyright and trademark right) and other right in and to any information provided by the Company in connection with the App and the Services shall be reserved to the Company or any duly-rightful third party from which the Company has been granted with the license for the Services, and shall remain vested in the Company or such third party.
3. Any information in connection with the services or technologies provided to you through the App is protected under the Patent Act, Copyright Act or any other law relevant to intellectual property rights. You are authorized to use such information only to the extent necessary for the use of the App and the Services. You may not use such information beyond the foregoing extent (including without limitation any copy, transmission, distribution, transfer, and modification).
4. The Company hereby diswarrants any normal function of the App even in respect of the Supported Devices. The Company shall have no liability for any non-function (including any defect function) or non-availability of the App due to the communication environment, upgrading of the supported OS or any other reason.
5. You may not allow any third party to use the App by means of rental, lease, loan, sale, transfer, re-distribution, sub-license, succession of your status as the party to the agreement or whatsoever.

6. You may not copy, decompile, reverse-engineer, disassemble, attempt to uncover the source code of, modify, or create any derivative work from, the App, its upgraded version or any part thereof. Any attempt of such act shall be deemed as infringement of the right of the Company or the duly-rightful third party.
7. Unless otherwise provided herein, you may use the App and the Services free of charge.
8. Notwithstanding the preceding paragraph, you shall bear the expenses required for the room air-conditioner or other home electric appliances, expenses required for the smart phones, personal computers and other terminal devices, the expenses required for the communication devices such as wireless LAN interface and wireless LAN access point, the Internet connection expenses and any other expenses required for the communication, in uses of the App and the Services, at your expenses and liabilities.
9. In uses of the App and the Services, you shall install, set, maintain and manage, at your liabilities, the home electric appliances covered under the Services, the smartphones, personal computers and other terminal devices, the communication devices such as wireless LAN interface and wireless LAN access point, the Internet connection service and whatsoever.

Sec. 2. (Management of Account Information)

1. You are required to register your e-mail address and password (collectively, the “Account Information”) in using some functions of the App.
2. The Company shall deem any access to or use of the App and the Services via the registered account as having been made by you, who has made such registration.
3. You shall manage your own Account Information at your liabilities, and the Company shall have no liability for any damages incurred by you or any third party as the result of any error in your use of the Account Information, your failure to manage the Account Information, any unauthorized use of your Account Information by any third party or whatsoever.

Sec. 3. (Consent to Data Use)

1. The Company will collect and use the following relevant information in connection with your App, the Services and the air-conditioner operated through the Services:
 - (1) Operation status of the air-conditioner, type of the air-conditioner, content of the setting, history of the operation, power consumption, history of disorders, ambient temperature and humidity, history of the App and Services operation, history of access and other information; and
 - (2) Your Account Information.
2. The foregoing information will be collected and used for enriching the App and the Services

and for improvement or whatsoever of the services. For the purpose of updating the control server or otherwise for the continuation and improvement of the services, the Company may update or otherwise adjust your Account Information, the setting information of the air-conditioner and the operation information of the air-conditioner and transfer the same to a server.

3. For the purpose of improving the App and the Services, the Company may use the foregoing information, only insofar as such information is not capable of personally identifying you.

4. Even after the termination of your use of the Services, the Company may continuously store and use any information acquired through your use of the services in accordance with the terms and conditions as contained in the preceding paragraphs 1 to 4.

Upon the termination of your use of the services, the Company shall have no obligation to store any past information acquired in connection with you (i.e., customer who has terminated the use of the services), and may delete such information. "

5. Upon your consent to the Terms of Service, you are deemed as having consented to all of the preceding paragraphs 1 to 5.

6. If any of your use data to be acquired by the Company through the Services contains any personal information of you, such personal information shall be handled in accordance with the "Personal Information Protection Policy" as separately adopted by the Company.

7. If the Company has obtained your prior consent through the App, the Company will acquire and use your location information measured with GPS coordinates for your use of the App and the Services. Upon your consent to the acquisition of the GPS coordinates displayed on the App, you are deemed as having consented to the acquisition of your location information. Such location information shall be handled in accordance with the "Personal Information Protection Policy" as separately adopted by the Company.

8. The Company may delete from its database the information of the customers who have not established any Internet connection of the air-conditioners for two (2) years or more. Notwithstanding the foregoing, the Company shall not be obligated to delete such customer information unless otherwise provided herein.

9. The Company shall have no liability for any damages (if any) incurred by you as the result of paragraph 8.

Sec. 4. (Prohibition)

1. In using the Services including the App, you may not commit any one of the following (the "Violation") in connection with the use of the App and the Services:

(1) Any act to infringe any property right (including any copyright, trademark right or other

intellectual property right) of the Company or any third party, or any act likely to result in such infringement;

(2) Any act likely to result in defamation of the Company or any third party, or to damage the reputation or credit of another person;

(3) Any act to infringe any right of likeness, right of privacy or whatsoever of another person, or any act likely to result in such infringement;

(4) Any act related to any crime (including any fraud or business disturbance);

(5) Any act contrary to the public order or morality;

(6) Any act to violate any law, ordinance or whatsoever, or any act likely to result in such violation;

(7) Any use of any information acquired through the App and the Services beyond the extent as defined under Section 1;

(8) Any commercial use of the App and the Services;

(9) Any act to disturb the provision of the App and the Services or otherwise disturb the business of the Company, or any act likely to result in such disturbance;

(10) Any act to modify any information related to the Services or any information provided through the Services;

(11) Any transmission or writing of any harmful computer program or whatsoever;

(12) Any use of the Services in disguise of another person;

(13) Any act in breach of the Terms of Service; and

(14) Any other act as deemed by the Company as inappropriate.

Sec. 5. (Temporary Suspension of Services)

The Company may temporarily suspend the App and the Services in part or in whole without a prior notice to you in the event of the following:

(1) If the provision of the App and the Services has been disabled due to fire, blackout, earthquake, typhoon, tsunami, any other act of God, war, rebellion, insurrection, labor dispute or any other force majeure;

(2) If the provision of the Services has been disabled due to any failure to the Services, the concentration of loads or whatsoever;

(3) If a periodic or emergent maintenance is conducted to the facilities related to the App and the Services; and

(4) If such suspension of the Services is otherwise determined by the Company as necessary for a compelling reason.

Sec. 6. (Termination of Use of Services by Customers)

1. You may terminate the use of the App and the Services by deleting your account ID through

“Application Initialization” from “Application Settings” on your App, and by uninstalling the App. Upon the termination of your service use through the foregoing actions by you, the agreement by and between you and the Company in connection with the use of the App and the Services shall be terminated, and you may not thereafter use the App or the Services.

Sec. 7. (Suspension of Use or Company’s Cancellation of Eligibility to Use)

1. If the Company has determined that you have committed any prohibited act under Section 4, the Company may immediately suspend the provision of the App and the Services to you as applicable without a prior notice to you.

If any other use of the Services or any other third party has incurred any damages as the result of your breach of the Terms of Service, you shall be liable for such damages at your expenses and liabilities.

2. Upon suspension of the provision of the Services under this Section, the agreement by and between you and the Company shall be terminated at such suspension, and you may not thereafter use the Services. The Company shall have no liability for any damages (if any) incurred by you as the result of the service suspension under this Section.

Sec. 8. (Change, Termination, etc. of Service Content)

1. The Company may make any addition, change or other modification to the App or the Services in whole or in part without a prior notice to you. Notwithstanding the foregoing, if such addition, change or modification requires an amendment to the Terms of Service, the Company shall comply with the required process in accordance with Section 10.

2. The Company may terminate the App and the Services in whole or in part by providing a prior notice to you as required under Section 11 with a reasonable advance period.

3. The Company may transfer any right or duty under the Terms of Service to any third party, or allow any third party to succeed to the same, by providing a prior notice to you as required under Section 11 with a reasonable advance period.

Sec. 9. (Disclaimer)

1. The Company makes no express or implied warranty with respect to the completeness, accuracy, reliability or whatsoever of the App or the Services (including without limitation any operation or setting of devices, remote control services or notice services provided through the Services).

2. The Company shall have no liability for any damages, disadvantage or whatsoever incurred by you as the result of the provision, suspension, termination, change or unavailability of the App or the Services, or leakage, loss or whatsoever of the relevant information, unless the Company is malicious or grossly negligent.

3. The Company shall have no liability for any act committed by you at your own liabilities or any damages incurred by you as the result of such act.

4. The Company shall have no liability for any damages incurred by you as the result of any modification, deletion or whatsoever of any information relevant to the Services made by you or any third party.

5. The Company shall have no liability for any damages incurred by you as the result of the deletion of information under Section 6, unless the Company is malicious or grossly negligent.

6. If you make any access to any website through the App, you shall make such access at your own liabilities, and the Company shall have no liability for such website.

If you attempt to use any website linked to the website of the Company and operated by any affiliated company of the Company, you are required to comply with not only the terms of service as adopted by the Company but also the terms of service as adopted by the company of such link.

7. The Company shall have no liability for your preparation, means or whatsoever for the use of the App and the Services (including the preparation and setting of the communication environment) in connection with the air-conditioner, terminal device, wireless LAN interface, wireless LAN access point or whatsoever required for the use of the Services, or for any damages incurred by you as the result thereof.

8. The Company shall have no liability for any erroneous operation of the air-conditioner or whatsoever as the result of your use of the Services, unless the Company is malicious or grossly negligent.

9. In the event of any dispute between you and any third party, you shall resolve such dispute at your expenses and liabilities.

10. If the Company is held liable to you for any damages in connection with the Terms of Service, the Company shall indemnify you from such damages to the extent as defined under this Section, provided that such damages has arisen directly and normally from the cause attributable to the Company.

Sec. 10. (Amendment to Terms of Service)

1. In any one of the following events, the Company may make addition, amendment or deletion (the "Amendment") to the Terms of Service in whole or in part without your prior approval by complying with the process as provided under the following paragraph and thereafter:

(1) If such Amendment to the Terms of Service is in accord with the general benefit of the customers; and

(2) If such Amendment to the Terms of Service is not contrary to the purpose of the amendment and is reasonable in light of the necessity for such Amendment, the equivalency of such Amendment,

the content of such Amendment and any other circumstances surrounding such Amendment.

2. In making such Amendment to the Terms of Service as provided under the preceding paragraph, the Company shall provide a notice of such Amendment, the content of the Terms of Service as amended and the effective date thereof to you with a reasonable advance period prior to such effective date in accordance with the means as provided in the following Section.

3. If the Company makes any Amendment to the Terms of Service under this Section, such Amendment shall take effect on the effective date as provided under the preceding paragraph, and you shall thereafter abide by the Terms of Service as amended.

Sec. 11. (Notice to Customers)

1. If there is any need to provide a notice to you, the Company shall provide such notice via any one of: e-mailing to your e-mail address as registered in advance; displaying a notice on the App; and exhibition on the website of the Company, and such notice shall be deemed as having been delivered to you from the Company upon the implementation of such notice by any one of the foregoing means.

Sec. 12. (Severability)

Even if any provision hereof or any part thereof is held as invalid or non-enforceable under the Consumer Contract Act or any other law, all remaining provisions hereof as well as all parts other than the part held as invalid or non-enforceable shall continuously remain in full force.

Sec. 13. (No Assignment of Right or Duty)

You may not transfer any right or duty arising under the Terms of Service to any third party in whole or in part or attach any third-party security interest thereto, or allow any third party to succeed to the same.

Sec. 14. (Governing Law and Competent Forum)

1. The Terms of Service and the Services shall be governed by the law of Japan.

2. Any dispute in connection with the Terms of Service and any use of the Services shall be resolved by the litigation subject to the exclusive jurisdiction of the Tokyo District Court.

3. The authentic text of the Terms of Service shall be the Japanese language text. Translation of the Terms of Service (e.g., English language text or any other language text) for the reference purpose (if any) shall have no effect, and only the authentic text of Japanese language shall have the contractual effect.

Sec. 15. (Consultation)

Any matter not provided herein and any doubt over any matter provided herein shall be resolved through the good faith consultation by and between the Company and you.