

## Terms of Use

The following Terms of Use govern the use of the service option **FANUC Assisted Reality** ("FAR"). By accessing FAR and using the services you get asked to agree to these Terms of Use. If you disagree with the Terms of Use or parts of it, you may reject the Terms of Use, but then you cannot use FAR.

FANUC Europe Corporation SA, 6468 Echternach, Luxembourg ("FANUC") is responsible for FAR.

FAR is a remote video support service aimed at facilitating repair or maintenance diagnosis on FANUC products as well as at assisting the user with their configuration ("Service"); based on a software application licenced to FANUC ("Software").

### 1. LICENCE

- 1.1 FANUC grants a non-exclusive, non-transferable, limited to the duration of the agreement user licence for the use of the Software for the purposes of the Service.
- 1.2 The Software will be accessible via mobile phone or other mobile device owned by the user,
- 1.3 In order to access the Service, FANUC will send an SMS or E-Mail to the user containing a link to download the Software and a second link to activate the software.
- 1.4 The user undertakes to provide FANUC with accurate, complete, and updated registration information for the download of the Software. The user shall be solely responsible for checking with its mobile phone provider or other mobile operator if the mobile services for the use of the Software are available for the user devices.
- 1.5 The user undertakes to use the Software exclusively for the purpose of the Service and shall not distribute, transfer, lease, lend or sublicense any rights under the Software to any third party or attempt to reverse engineer the Software or otherwise making unauthorized copies or use of the Software.

### 2. DATA AND DEVICES

- 2.1 The user represents to have authority to access the user devices on which the Software will be installed. The user shall be solely responsible for complying with all legal requirements related to the use of the user Devices.
- 2.2 With the execution of this Agreement, the user grants FANUC the right to view and use the images captured with the user Devices during the performance of the Services ("Content"). User will retain control over the user devices and shall refrain from capturing any content representing individuals and/or personal data. It is forbidden to the user to transmit illegal contents and personal data.
- 2.3 The Content shall be used by FANUC exclusively for the purpose of the Service and for the time necessary to make the technical diagnosis requested by the user. The user agrees that FANUC shall create and save reports in written form as proof and to improve future service.

- 2.4 The user acknowledges to be solely responsible for maintaining and backing up all information, data, text, files, software or other materials ("User Data") stored in the user devices on which the Software will be installed. The user acknowledges and agrees that FANUC shall have no responsibility under any circumstance at any time for any loss or corruption of User Data or of the user devices that may arise out in connection with the use of the Software.

### 3. LIMITATION OF LIABILITY

- 3.1 The user acknowledges that the Services may not be always available due to system maintenance or Internet service disruptions or limitations and that no transmission over the Internet can be guaranteed to be 100% secure. FANUC will not be responsible for any interruptions in the Service, including without limitation, interruptions caused by electricity outage or shortage, disruption of Internet connections, natural disaster, or other force majeure event. User also agrees that under no circumstances will FANUC be held liable for any financial or other damages due to such interruptions.
- 3.2 The user agrees that the Services are provided "as is," without warranty of any kind, either express or implied, including, without limitation, any warranties concerning the availability, accuracy, completeness or usefulness of the Service. FANUC does not warrant that the Service will be timely, secure, uninterrupted, error free, or successful in resolving any particular questions or technology problem, being the Service exclusively aimed at facilitating a preliminary diagnosis of a possible technical issue that the user may have encountered on FANUC product.
- 3.3 In no event shall FANUC or its respective directors, officers, employees or service providers be liable for any indirect, special, incidental, consequential, damages of any kind or nature, arising from or related to the use of, or the inability to use, the Service or the Software.
- 3.4 User undertakes to cooperate with FANUC in the performance of the Service ensuring that all data and information provided to FANUC, including the Content, is accurate and complete.

### 4. INTELLECTUAL PROPERTY

The user acknowledges and agree that (i) all intellectual property rights related to the Service and the Software belong to, and shall remain vested in, FANUC or the relevant third party owner or licensor and that (ii) all intellectual property rights related to the Content and/or the User Data belong to, and shall remain vested in, the user or the relevant third party owner.

### 5. CHANGES

FANUC reserves the right to change these Terms of Use from time to time as it sees fit. Your continued use of FAR will signify your acceptance of any adjustment of these Terms of Use.