

## TERMS OF USE FOR NAT TRAVERSAL FUNCTION

<Last Modified : Jul. 18<sup>th</sup>, 2014>

THESE TERMS OF USE INCLUDE IMPORTANT LEGAL INFORMATION REGARDING YOUR ACCESS AND USE OF THIS FUNCTION. PLEASE READ THEM CAREFULLY BEFORE PROCEEDING.

This "NAT TRAVERSAL Function" is being made available by Panasonic System Networks Co., Ltd. ("Panasonic"). Panasonic reserves the right to temporarily or permanently terminate the NAT TRAVERSAL Function for any reason at any time. You should not rely on the availability of the NAT TRAVERSAL Function as a basis for purchasing any Panasonic products, including without limitation the Panasonic HD Visual Communications System (including, HD Visual Communication Multi-Point Connection Software. the same shall apply hereinafter.)

Panasonic does not and cannot warrant that the NAT TRAVERSAL Function will be uninterrupted or error free.

These terms and conditions ("Terms of Use") are applicable to Your use of the NAT TRAVERSAL Function and related Panasonic Web site(s) (collectively the "Function") at Panasonic HD Visual Communications System and Mobile Device (including Tablet-type terminal, Smartphone and PC, but not limited to, hereinafter) that have installed the HD Visual Communication Mobile (HDVC Mobile, hereinafter). Please read them carefully before proceeding. By clicking the "I Agree" button in the registration process, You agree to these Terms of Use. If You click the "Cancel" button or are otherwise not in full agreement with the Terms of Use, then You must not visit or use the Function and/or HDVC Mobile (including IP mode function) (Function(s), hereinafter). Please note that the Terms of Use may be modified or updated by Panasonic from time to time to a just and reasonable extent with or without prior notice to You. You are advised to review the Terms of Use for changes or updates on the Panasonic web site whenever you use this Function(s). Specific pages, materials, or Functions made available on Panasonic Web sites may have their own individual terms of use. Please follow any special instructions applicable to such pages, materials, or Functions.

### PERMITTED USERS

USE OF THE FUNCTION(S) IS LIMITED TO USERS OF THE PANASONIC HD VISUAL COMMUNICATIONS SYSTEM THAT HAS AN ABILITY TO USE THE FUNCTION(S) ("PERMITTED USER(S)"). IF YOU ARE NOT A PERMITTED USER, THEN

YOU MUST NOT VISIT OR USE THE FUNCTION(S). The Function(s) is (are) made available to You on an "AS IS" basis without warranty of any kind, express or implied. You acknowledge that You are of the majority or legal age or that you have obtained the permission of your parent, legal guardian or supervising adult, to use the Function(s). Upon granting permission to use the Function(s) to any minor, You acknowledge that You are responsible for all conditions of these Terms of Use as they pertain to any minor who is under Your supervision, authority or control.

## REGISTRATION

1. In order to use the Function at the HD Visual Communications System, You are required to register information ("Registering Information") as set forth in Activation Key on Function Web Site ("Web Site"). When registering such information, You must provide current, accurate, and complete such information as prompted by the Function's registration form, and then Panasonic provides You Registration Key Information (Registration Key Information and Registering Information collectively means "Account Information") at the Web Site. You may use the Function after you have set up such Registration Key Information to Your Panasonic HD Visual Communications System.
2. In order to use the Function(s) at the your mobile device, You are required to Registering Information as set forth in 5 Mobile Activation Keys sheet or Mobile Activation Key ("Mobile Key" hereinafter). You may use the Function(s) after you have set up such Registering Information to Your Mobile Device. All notices in connection with the Function(s) and this Terms of Use shall be provided via the Web Site and/or Panasonic HD Visual Communications System and/or download sight of HDVC Mobile. You may not transfer or assign any rights to or interest in Your Account Information to a third party. Panasonic will not be responsible for any claim, loss, or damage arising from (i) Your failure to safeguard Your Account information or (ii) use of the Function(s) under Your Account Information.

## TERM AND TERMINATION

You may use the Function(s) during from the first access (Greenwich mean time) to Function(s) after your registration of Your Activation Key or Your Mobile Key until the end of the expiration date as set forth in such it. If you hope to extend end of the expiration date, You shall purchase the new Activation Key, and register it subject to REGISTRATION. However if you hope to extend the expiration date of the Function(s) on the mobile device, You shall purchase the new Mobile Key, and set up the Registration Information (that is set forth in the new Mobile Key) to Your Mobile Device.

Panasonic reserves the right to temporarily or permanently terminate the Function(s) i) for maintenance of the facilities used for Function(s); ii) by stopping the network service provided for Panasonic by other service provider; iii) for any other reason judged by Panasonic. In the event that terminate the Function(s) for any reason, Panasonic may notice You at the Web Site and/or otherwise at the reasonably period in advance of above.

#### RESTRICTION

You may not i) change the Registration Key Information at Your option, ii) shift the Registration Key Information from Panasonic HD Visual Communications System which has been set up to other it, iii) register the Activation Key or Mobile Key that over the amount of expiration date is six (6) years.

iv) If you use Mobile Device, the above condition i) will not be applied, you may change your Mobile Device before the expiration date of the Function(s).

v) If you use Mobile Device, you may use IP mode on your same Mobile Device after the expiration date of the Function(s). However, you may not use IP mode in the case you change your Mobile Device because of Mobile Device breakdown or MAC address of your Mobile Device is changed after the expiration date of the Function(s).

#### LIMITED USE OF THE FUNCTION(S)

You may use the Function(s) only in connection with Your use of the Panasonic HD Visual Communications System and/or Mobile Device installed the HDVC Mobile that has an ability to use the Function(s) ("Limited Use").

You may NOT use the Function(s) to:

disclose Your Account information or that of other users to third parties;

intentionally or unintentionally violate any applicable laws or regulations;

engage in acts that infringe or may infringe the intellectual property rights, including without limitation patents, copyrights, trademarks, or trade secrets, of any party;

transmit content, information, or other data that is unlawful, obscene, harmful, threatening, defamatory, vulgar, libelous, tortious, or otherwise objectionable;

engage in acts that disturb or may disturb the Function(s) operation;

transmit content, information, or other data that contains software/computer viruses or any other programs, files, etc., designed to harm or disturb the Function(s) or telecommunications/computer equipment;

transmit "spam" or any other unauthorized or unsolicited emails, advertising, product promotions, or solicitations;

access another user's HD Visual Communications System without authority;  
determine, learn, or hack into the Account information of other users;  
harass or violate the privacy or publicity rights of third party; and  
engage in acts that Panasonic identifies as inappropriate.

Panasonic reserves the right to remove Your Account Information of the Function(s) without any prior notice and without any liability if You use the Function(s) beyond the Limited Use in breach any conditions of this section of the Terms of Use. However, You agree that Panasonic shall not be responsible for screening, policing, editing or monitoring any content submitting, posted, viewed, transmitted, reproduced and/or distributed by any person on the Function(s). If You learn of any violation of the above rules or other terms and conditions of the Terms of Use, You are requested to contact Panasonic.

#### MODIFICATIONS OF THE FUNCTION(S)

Panasonic reserves the right, in its sole discretion, to modify, suspend, discontinue, and/or terminate the Function(s) with notice at the Web Site and/or otherwise to You.

#### TERMINATION / MODIFICATION OF YOUR ACCESS TO THE FUNCTION(S)

Panasonic reserves the right, in its sole discretion, to modify, suspend, and/or terminate Your Account Information and/or access to the Function(s), for any good reason, including without limitation Your failure to comply with the Terms of Use, with notice at the Web Site and/or otherwise to You.

#### INDEMNITY AND RELEASE

You agree to indemnify, defend, and hold Panasonic and its affiliates, employees, officers, directors and agents harmless from and against all claims, damage, losses, cost and expenses (including reasonable attorney's fee and court costs) arising out of (i) the use of the Function(s) by You or (ii) Your violation of the Terms of Use.

#### DISCLAIMERS

You acknowledge and agree that:

EXCEPT AS HEREIN EXPRESSLY PROVIDED, THE FUNCTION(S) IS (ARE) PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITH-

OUT LIMITATION WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, ACCURACY, RELIABILITY, COMPLETENESS, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF ANY THIRD PARTY'S RIGHTS.

PANASONIC DOES NOT WARRANT THAT THE FUNCTION(S) WILL (A) BE UNINTERRUPTED, ERROR FREE, OR FREE OF ANY VIRUSES OR OTHER HARMFUL COMPUTER CODE AND/OR (B) MEET YOUR EXPECTATIONS.

ANY MATERIAL, CONTENT, AND/OR DATA TRANSMITTED THROUGH THE USE OF THE FUNCTION(S) ARE DONE AT YOUR SOLE DISCRETION AND RISK.

YOU ARE RESPONSIBLE FOR OBTAINING OR MAINTAINING ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION COMPUTER OR TELECOMMUNICATIONS EQUIPMENT, AND/OR NETWORK ACCESS NECESSARY TO USE AND ACCESS THE FUNCTION(S).

#### LIMITATION OF LIABILITY

PANASONIC SHALL BE LIABLE ONLY (A) FOR DAMAGES CAUSED BY IT WILFULLY OR BY GROSS NEGLIGENCE, OR (B) ACCORDING TO MANDATORY PROVISIONS OF PRODUCT LIABILITY LEGISLATION. NOTWITHSTANDING THE FOREGOING PANASONIC OR ANY OF ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS IN NO EVENT SHALL BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO (A) YOUR USE OF OR INABILITY TO USE THE FUNCTION(S); (B) UNAUTHORIZED USE OF YOUR ACCOUNT INFORMATION; (C) UNAUTHORIZED ACCESS TO YOUR TRANSMISSIONS, DATA, HD VISUAL COMMUNICATIONS SYSTEM; OR (D) ANY OTHER MATTER RELATING TO THE FUNCTION(S).

IF THE FOREGOING LIMITATIONS AND/OR EXCLUSIONS OF LIABILITY ARE HELD TO BE INVALID OR UNENFORCEABLE, THEN PANASONIC AND ITS AFFILIATES', EMPLOYEES', OFFICERS' DIRECTORS' AND AGENTS' TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNT OF FEES PAID BY YOU, IF ANY, FOR THE FUNCTION(S).

THE ABOVE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS DO NOT AFFECT YOUR STATUTORY RIGHTS.

NOTWITHSTANDING THE FOREGOING, YOU SHALL NOT BRING ANY CLAIMS AGAINST PANASONIC OR ITS AFFILIATES, EMPLOYEES, OR AGENTS FOR ANY

CAUSE ARISING FROM OR IN CONNECTION WITH THE FUNCTION(S) SHALL BE BARRED ONE YEAR FROM THE DATE ON WHICH SUCH CAUSE AROSE.

#### PROPRIETARY RIGHTS

The proprietary rights to the Function(s) and/or any content, programs, or materials incorporated therein are the property of Panasonic or other rights holders. Except for the Limited Use, it may be an infringement of copyright and/or other proprietary rights to use, copy, transmit, distribute, modify, or otherwise reproduce in whole or in part the Function(s) and/or any content, programs, or materials incorporated therein without the permission of Panasonic or other rights holders. You will not acquire any ownership rights to the Function(s) and/or any content, programs, or materials incorporated therein as a result of Your use of the Function(s).

Panasonic is a registered trademark of Panasonic. No license to use the Panasonic trademark or other trademarks or logos used in connection with the Function(s) is granted to You hereunder.

#### THIRD PARTY BENEFICIARIES

Except as expressly provided herein, the Terms of Use are not included for, nor shall they be for the benefit of or enforced by, any third party.

#### LANGUAGE

The original English version of this Terms of Use may have been translated into other languages. In the event of inconsistency or discrepancy between the English version and any other versions of this Terms of Use in other languages, the English version prevails.

#### INTERNATIONAL USE

The Site refers to Function(s) that are generally available in the country where Panasonic determines. Particular country or locality where You access from may not have Function(s) available. You agree to comply with all applicable local, state, national, and international laws and regulations. In particular, You agree to comply with all applicable laws regarding the transmission of technical data exported/re-exported from Japan, the United States, and the country in which You reside.

#### GENERAL

The Terms of Use constitute the entire agreement between You and Panasonic regarding the Function(s). All claims for enforcement, breach, or violation of responsibilities or rights under the Terms of Use shall be governed by the laws of Japan. Panasonic will not be liable to You for any breach of the Terms of Use as a result of any causes or conditions that are beyond Panasonic's reasonable control. In the event that any provision of the Terms of Use is held to be unenforceable, then the remaining provisions of the Terms of Use will remain in full force and effect, and the unenforceable provision will be replaced with an enforceable provision that most closely approximates the intent and economic effect of such severed provision. The courts located in Japan shall be the sole venue of any legal action arising out of any dispute between You and Panasonic. Any failure by Panasonic to exercise or enforce its rights under the Terms of Use shall not constitute a waiver of such rights.