



SHIMA SEIKI U.S.A. INC.

45 STOUTS LN, SUITE 6, MONMOUTH JUNCTION, NJ 08852 U.S.A.

PHONE: 609-655-4788 info@shimaseikiusa.com

Knitting Program Terms of Use

These Terms of Use will go into effect on July 1st 2023 and may be subject to change without notice.

1. SHIMA SEIKI prohibits Users to convert Knitting Program or the modified Knitting Program into knitting program for knitting machines other than SHIMA SEIKI and to use them for purposes other than those used by the SHIMA SEIKI's knitting machines or SHIMA SEIKI's design software.
2. Any acts of selling, reselling, transferring without consideration, leasing, pledging, provision of security, licensing, or all other actions to dispose all or any part of the data forming a part of the Services without first obtaining permission from SHIMA SEIKI are prohibited.
3. When creating the Knitting Program, SHIMA SEIKI has exerted efforts to ensure that the Knitting Program will avoid infringing any intellectual property right that is proprietary to any third party. Nonetheless, SHIMA SEIKI does not guarantee that the Knitting Program and any products of the user manufactured, using the Knitting Program will not infringe on any intellectual property right that is proprietary to any third party. In using the Knitting Program, the user shall comply with the following Terms of Use:
 - a) If the user manufactures any product based on the Knitting Program, or sells, exports or does other activities, concerning the manufactured products, then the user shall investigate and ascertain, as its own responsibility and expense, whether or not such manufacturing, selling, exporting or the like will not infringe on any intellectual property right that is proprietary to any third party in the country or region, where the relevant manufacturing, selling, exporting or the like is made.
 - b) Where there is a likelihood that the relevant product may infringe on any intellectual property right that is proprietary to any third party, the user shall take measures, including a design change. Therefore, the product will not conflict with any intellectual property right that is proprietary to any third party, or otherwise obtain the relevant license thereof. If the user is unable to carry out the above measures, then the user shall not use the Knitting Program.

SHIMA SEIKI shall not be responsible for any damage suffered by the user if the relevant damage is caused by the non-compliance to the terms of use of the Knitting Program previously mentioned. If the user becomes the subject of complaint by a third party, asserting the infringement of the latter's intellectual property right, arising from the use of the Knitting Program (the "Complaint"), then the user shall resolve the Complaint and/or dispute arising from the Complaint at its own expense and responsibility. If SHIMA SEIKI becomes the subject of Complaint raised by, or suffered any damage, caused by, a third party in connection with the Complaint, SHIMA SEIKI may ask for compensation from the user for damages suffered in relation to the relevant Complaint as well as for all expenses (including attorneys' fees) incurred.

Sincerely,
Shima Seiki USA Inc.

By signing below, you agree to all the terms of use.

Signature: _____

First Name: _____

Last Name: _____

Date: _____

Email: _____

Cell: _____

Company: _____