



## **Terms of Use and Warranty Terms**

### **- Terms of Use -**

#### **Introduction**

Welcome to Sirius, thank you for using our products and services (“Services”). The Services are provided by Sirius Japan LLC. and Sirius America, Inc. (“Sirius”), located at 5-15-4 Matsubara Akishima Tokyo 1960003 Japan.

By using our Services, you are agreeing to these terms. Please read them carefully. Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

#### **Using our Services**

You must follow any policies made available to you within the Services. Don’t misuse our Services. You may use our Services only as permitted by law. We may suspend or stop providing our Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct. Using our Services does not give you ownership of any intellectual property rights in our Services or the content you access. You may not use content from our Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in our Services, for example, including our mascot, photo, movie. Don’t remove, obscure, or alter any legal notices displayed in or along with our Services.

#### **Liability**

To the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss, whether of money, goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of our Services even if you advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

#### **Indemnity**

You will indemnify and hold us harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party.

#### **Personal Information**

Sirius’s below privacy policies explain how we treat your personal data and protect your

privacy when you use our Services. By using our Services, you agree that Sirius can use such data in accordance with our privacy policies.

## **- Privacy Policy -**

*This privacy policy describes how we handle your personal information. By using our Services you consent to the storage, processing, transfer and disclosure of your personal information as described in this privacy policy. This policy is effective as of Jun 1, 2017.*

### **Collection**

*You may browse this Services without providing any personal information about yourself. However, to receive notifications, updates or request additional information about Sirius or this Services, we may collect the following information: name, contact information, email address, company and user ID; correspondence sent to or from us; any additional information you choose to provide; and other information from your interaction with our Services, content and advertising, including computer and connection information, statistics on page views, traffic to and from the Services, ad data, IP address and standard web log information. If you choose to provide us with personal information, you consent to the transfer and storage of that information on our servers located in the Japan.*

### **Cookies and Other Tracking Technologies**

*We use cookies, web beacons, unique identifiers, and similar technologies to collect information about the pages you view, the links you click, and other actions you take on our Services.*

### **Use**

*We use your personal information to provide you with the services you request, communicate with you, troubleshoot problems, customize your experience, inform you about our services and Site updates and measure interest in our Services.*

### **Disclosure**

*We don't sell or rent your personal information to third parties for their marketing purposes without your explicit consent. We may disclose personal information to respond to legal requirements, enforce our policies, respond to claims that a posting or other content violates other's rights, or protect anyone's rights, property, or safety. Such information will be disclosed in accordance with applicable laws and regulations. We may also share personal information with service providers who help with our business operations, and with members of our corporate family, who may provide joint content and services and help detect and prevent potentially illegal acts. Should we plan to merge or be acquired by another business entity, we*

*may share personal information with the other company and will require that the new combined entity follow this privacy policy with respect to your personal information.*

### ***Security***

*We treat information as an asset that must be protected and use lots of tools to protect your personal information against unauthorized access and disclosure. However, as you probably know, third parties may unlawfully intercept or access transmissions or private communications. Therefore, although we work very hard to protect your privacy, we do not promise, and you should not expect that your personal information or private communications will always remain private.*

### ***General***

*We may update this policy at any time by posting amended terms on this site. All amended terms automatically take effect 14 days after they are initially posted on the site.*

## **About these Terms**

We may modify these terms or any additional terms that apply to a Service to, for example, reflect changes to the law or changes to our Services. You should look at the terms regularly. We'll post notice of modifications to these terms on this page. We'll post notice of modified additional terms in the applicable Service. Changes will not apply retroactively and will become effective no sooner than 14 days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. If you do not agree to the modified terms for a Service, you should discontinue your use of that Service. If there is a conflict between these terms and the additional terms, the additional terms will control for that conflict. These terms control the relationship between Sirius and you. They do not create any third party beneficiary rights. If you do not comply with these terms, and we don't take action right away, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. These Terms of Use, etc., shall be interpreted pursuant to the laws of Japan, and the Tokyo Summary Court or Tokyo District Court shall be the exclusive court of jurisdiction in the first case should the need for litigation arise regarding these Terms of Use.

## **- Warranty Terms -**

### **Products Warranty**

Sirius guarantees the product purchased by you to be free from defects resulting from the use of faulty parts or poor workmanship during its manufacture subject to terms of the limited warranty ("warranty") given below.

- ✧ The claim will have to be made within the warranty period.
- ✧ Sirius will repair or replace any defective parts and correct any problems resulting from poor workmanship free of charge. Sirius reserves the right to use reconditioned parts with performance parameters equal to those of new parts in connection with any services performed under Sirius limited warranty.

### **Claim under the warranty**

- ✧ Claim to initial failure of the products under Sirius's warranty may be made only by those customers who have registered their purchase with Sirius within 14 days of receiving the product.
- ✧ General claim to the products under Sirius's warranty may be made only by those customers who have registered their purchase with Sirius within 1 year of purchasing the product.
- ✧ In case of products which are not registered, the claim will have to be accompanied compulsorily by the original sales invoice for the certification.

### **Service level**

- ✧ Response time - Within 3 Business Days
- ✧ Resolution time - 10 Business Days on best effort basis
- ✧ Business hours - 9 am to 6 pm Japan time
- ✧ Business days - Monday to Friday (Except Public Holidays)

### **Null and Void warranty**

- ✧ The product is physically damaged.
- ✧ The product is modified, maintained or repaired by a party not authorized by Sirius.
- ✧ The product is installed, maintained and operated in ways other than as recommended by Sirius.
- ✧ The product is faulty or damaged due to electrical faults external to the product.
- ✧ The model number, serial number or warranty stickers have been removed or tampered with.
- ✧ The product doesn't work due to the order of wrong model number.

### **General Exclusions and Limitations**

- ✧ The warranty is not transferable from one user/customer to another.
- ✧ Sirius will not be responsible for loss of data under any circumstances. Customers are encouraged to back up all data stored on the hard disk.
- ✧ Any software is on an "as is" basis. Sirius does not warrant the operation of any or all the software programs pre-loaded or added to the product.
- ✧ Sirius's warranty does not entail a warranty of functionality or any obligation to repair or replace a defective computer, if that defect is a result of physical breakage, improper installation or connections, electrical faults external to the product, software induced problems (e.g. Virus attacks), abuse or unauthorized modification

of the product.

- ✧ All third party peripherals, whether purchased as part of a system or bundled with it, normally come with the prevailing supplier's warranty and Sirius does not provide warranty for such products.
- ✧ Sirius does not warranty error free or uninterrupted operation of the equipment.
- ✧ If the product has not been installed, operated, maintained or used in accordance with the manufacturer's instructions or specifications provided with the product.
- ✧ To damage, malfunction or failure resulting from alterations, accident, misuse, abuse, fire, liquid spillage, mis-adjustment of customer controls, use on an incorrect voltage, power surges and dips, thunderstorm activity, acts of God, voltage supply problems, tampering or unauthorised repairs by any persons, use of defective or incompatible accessories, the operation of a computer virus of any kind, exposure to abnormally corrosive conditions or entry by any insect, vermin or foreign object in the product.
- ✧ To damage arising during transportation, installation or while moving the product, or to any transportation costs of the product or any parts thereof to and from the owner, unless otherwise specified in these Warranty Terms.
- ✧ To replacement or repair of any consumables, lost parts or accessories.
- ✧ To any wear and tear if the product is used in commercial, industrial, educational or rental applications.

## **Finally**

The customer agrees that repair or replacement, as applicable, under the warranty services described herein are the sole and exclusive remedies with respect to any breach of the Sirius limited warranty set forth herein.

Enjoy our Services !

***Sirius Japan LLC.***

Tokyo Office 5-15-4 Matsubara Akishima  
Tokyo 196-0003  
Japan

Representing something meaningful,  
and incredible to the universe for the first time.  
- Creating new business models. -