

I. Definitions.

1. "JCM" – JCM American Corporation and its' affiliates to include:
JCM American, 925 Pilot Road, Las Vegas, NV 89119.
JCM Europe GmbH Mundelheimer Weg 60, D-40472, Düsseldorf, Germany.
JCM Europe (UK Office), Unit B, Third Avenue, Denbigh West Business Park, Bletchley, Milton Keynes, Buckingham MK1 1DH UK.
JCM Gold (HK) Ltd, Unit 1-7, 3-F, Favor Industrial Centre, 2-6 Kin Hong Street, Kwai Chung, N.T. Hong Kong.
Japan Cash Machine Co., Ltd, 2-3-15, Nishiwaki, Hirano-ku, Osaka 547-0035, Japan.
2. "Software" – Non-executable data that is programmed to read only memory.
3. "Customer" – The person/organization purchasing goods/services from JCM.
4. "Users" – Employees of the Customer that are approved to utilize the download site.
5. "Services" – Provides software and services to Customers in a fast and secure manner.
6. "Subscription Agreement" – Agreement between JCM and the Customer to provide access to services on download site.
7. "Terms of Use" – Terms of which the User must agree to complete registration for access to the download site.
8. "EULA" – End User License Agreement.

II. Description of the Services.

JCM provides the Customer access to a Download Portal where currency validation "Software" for JCM's products, such as bill validators/acceptors and printers can be downloaded.

III. Approved "Users".

The use of the Download Portal requires a Subscription Agreement and approval of these "Terms of Use" given upon registration. A valid company email account is required for all "Users." All email addresses are subject to Compliance approval.

JCM retains the right to temporarily or permanently disable a User at its equitable discretion.

Immediately upon obtaining confirmation that a User is no longer with a company, JCM shall disable the User's accessor in a case of suspicion of violating these "Terms of Use", the "EULA", any of the terms of the "Subscription Agreement", or any other valid reason for JCM to do so.

IV. Responsibility for Access Data.

Upon registration in the Download Portal, the "User" will be asked to create a password that serves in combination with their respective company email address as login data. After activation by JCM, such login data is the key to access the Download Portal.

It is the Customer's and the User's obligation to keep such login data confidential and to ensure that the offered download files will only be used in accordance with this "Terms of Use", the "EULA" and the terms of the "Subscription Agreement."

In case of a suspicion that any unauthorized persons obtained knowledge of the login data, JCM

MUST be informed immediately by the Customer.

V. Regulatory Responsibility.

The "Software" made available for download may not be approved in any and/or all gaming jurisdictions. It is the Customer's and the User's responsibility to only download and install "Software" that is approved for use in the Customer's gaming jurisdiction. Installing "Software" that is not in compliance with the regulatory agency governing the Customer's jurisdiction may result in disciplinary action or similar. JCM recommends contacting the regulatory agency if in doubt. JCM herein conveys, and Customer herein agrees, that JCM will not be held liable in any manner whatsoever, should Customer (or its employees, agents, or representatives thereto) duplicate, disseminate and/or distribute unauthorized JCM Software; nor will JCM be held liable should Customer (its employees, agents, or representatives thereto) incorrectly install, disseminate, and/or distribute authorized duplicate Software to jurisdictions in which the appropriate, and applicable licensing or regulatory approvals have not yet been obtained or granted. Customer further agrees that it will hold JCM harmless of any actions taken as a result of illegally or incorrectly duplicating JCM Software, or by installing, disseminating, or distributing unapproved software, as described herein; and that Customer further agrees to indemnify JCM in full for any and all matters of liability pertaining to, or relating to the duplication of JCM Software.

VI. Availability.

JCM will use reasonable endeavors that the Download Portal will be available twenty-four (24) hours a day; however, JCM cannot guarantee availability without any disruption. In addition to regular maintenance periods the Download Portal may be down for technical reasons such as power blackout, hardware or software errors and technical problems of data transmission.

JCM is a member of a global group of companies with subsidiaries all over the world. The Download Portal is hosted on servers leased by JCM. The Download Portal is hosted by 1&1 Internet, a German-owned web-hosting company, Services are contracted by JCM American Corporation. Customers and users are advised that while the US is a country with a less strict data protection regime than that guaranteed by the data protection laws of the EEA member states. JCM strictly monitors and addresses all Global restrictions and securities. Data provided upon login (first name, last name, email address, property name, company, region and phone number) will be transferred to and stored on servers of JCM American Corp. Furthermore, all activities in the Download Portal, such as download activities, will be logged and stored for an indefinite period of time. Data is protected against unauthorized access in the following way:

- Data is housed on a secure server located at X.
- Access to user activity logs is restricted to the owner of the Download Portal account and any authorized Download Portal Super Administrator for compliance reporting purposes only via password protected access to the Download Portal.

Furthermore, your data will be evaluated, monitored and used in the following way:

- Data will be used to assign and maintain Jurisdiction for Firmware Downloads in compliance with regulation where applicable.
- Data will be evaluated in the event of a discrepancy to confirm compliance of the Download Site with applicable Laws and Regulations. (i.e.: Terms of Use and EULA)
- User entered data will be used in conjunction with existing customer information to determine product availability and software eligibility based on customer need or request.
- User entered phone numbers may be used by a portal administrator to contact the user regarding services provided by the portal site.

By agreeing to these "Terms of Use" the Customer and User(s) give their explicit consent to such data transfer to the US.

In the event of any changes to these "Terms of Use" (see sec. VII.) the consent shall survive such change unless its contents will be changed as well.

VII. Change of these Terms of Use.

JCM retains the right to change these terms of use at any time and will inform Customers accordingly. The current valid version can be downloaded from the Download Portal and will in principle apply for all further transactions.

As far as such changes materially affect the Customer's subscription JCM will give prior notice and grant the right to terminate the subscription at least thirty (30) days before such changes become effective. JCM will also inform the Customer that in case the Customer does not terminate the subscription the changes will apply. If the Customer objects to such changes JCM may terminate the "Subscription Agreement" effective immediately.

VIII. Reference.

As far as not stated otherwise in these terms the provisions of the "EULA" shall apply, including, but not limited to liability of JCM, limitation of time and final clauses such as applicable law and jurisdiction.