



## Terms of Use of the JCM Download Site

### I. Definitions

- a. "JCM" – JCM Europe GmbH, Mündelheimer Weg 60, 40472 Düsseldorf
- b. "Software" – non-executable data that is programmed to read only memory
- c. "Customer" – the person/organization purchasing goods/services from JCM
- d. "Users" – Employees of the Customer that are approved to utilize the download site
- e. "Services" – provides software and updates to Customers in a fast and secure manner
- f. "Subscription Agreement" – Agreement between JCM and Customer to access paid Software in the Advanced Version
- g. "Terms of Use" – Below terms to which User must agree in order to gain access to the download site
- h. "EULA" – End User Licence Agreement
- i. "Light Version" Cost free Software offered at the discretion of JCM
- j. "Advanced Version" Paid access to all Software (all non-customized) which requires a Subscription Agreement

### II. Descriptions of the Services

JCM provides the Customer access to the download portal where currency validation "Software" for JCM's products such as bill validators, bill recyclers and printers can be downloaded.

### III. Approved Users

The use of the download portal requires in case of the Advanced Version an additional Subscription Agreement. A valid company e-mail account is required for all Users. All e-mail addresses are subject to compliance approval.

JCM retains the right to temporarily or permanently disable a User at its equitable discretion in case of suspected or actual fraudulent use or violation of these Terms, EULA, Subscription Agreement or for any other valid reason JCM may have.



### III. 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 e-mail 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 these Terms, EULA and Subscription Agreement, if any.

In case of a suspicion that any unauthorized persons obtained knowledge of the login data, JCM must be informed immediately by the Customer.

### IV. 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 the use in the Customer's 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.

### V. Availability

JCM will use reasonable endeavors that the download portal will be available 24/7; 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.

### VI. Export/Import Compliance

The Customer certifies that no Software or any portion thereof will be exported or re-exported to any destination, end-user, or for any end-use in violation of any applicable export control statutes or regulations of the EU, Germany, the UK or Japan or the governmental authorities of any country in which you do business.

### VII. Changes to these Terms of Use

JCM retains the right to change these Terms of Use at any time and will inform Customers accordingly. The currently valid version can be downloaded from the download portal and will in principal apply for all further transactions.

As far as such changes materially affect the Customer's Subscription Agreement, if any, 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.