

(Translation)

## Terms of Use

We, Science-Arts, Inc. (“**Company**”) will provide you, our customer, with the Services to be defined in Article 2 below in accordance with these Terms of Use (“**Terms of Use.**”) For the use of the Services, you need to read through the full text of and agree with the Terms of Use. If you do not agree, you may not use the Services, and once you use the Services, you will be deemed to have agreed with the Terms of Use.

### 1. Purpose and Application

- 1.1 The Terms of Use aim to set forth the rights and obligations between you and the Company regarding the use of the Services and apply to all relationships between you and the Company relating to the same.
- 1.2 The user manual regarding the use of the Services constitutes a part of the Terms of Use. If there is any contradiction or conflict between any provision of the Terms of Use and the user manual, the former will supersede and apply.
- 1.3 If there is any contradiction or conflict between any content of the Terms of Use and a Written Order to be defined in Article 2 below, the latter will supersede and apply.

### 2. Definitions

- 2.1 In the Terms of Use, the following words have the following meanings:

Word	Meaning
<b>Services</b>	Messaging service(s) under the name of “ <i>Buddycom</i> ” and the Extra Services provided by the Company
<b>Extra Services</b>	Services provided by the Company using the services provided by third parties set forth in Article 11
<b>Apps</b>	Applications for smart devices and Windows OS for the use of the Services
<b>Users</b>	Individuals those who use the Apps as designated and allocated their respective user IDs and passwords by you (or, upon your request, the Company or any of the Company’s business partners)

<b>Word</b>	<b>Meaning</b>
<b>Customer Environment</b>	Computer environment designated by the Company including smart devices, computer devices, communications lines, and other equipment
<b>Company Service Environment</b>	Computer equipment that constitutes the Services provided by the Company
<b>Customer Data</b>	Electric data or information provided by you or the Users in connection with the use of the Services
<b>Subscriptions</b>	Rights of the Users to use the Services and other ancillary services provided by the Company for a specific period
<b>Terms and Orders</b>	The Terms of Use and the Written Orders
<b>Written Orders</b>	Documents, their attachments, and supplements which are predetermined by the Company as necessary for the execution of the Agreement for Use. The term "Written Orders" includes the form predetermined by the Company which contains the necessary information entered by you and transmitted from you to the Company online.
<b>Agreement for Use</b>	An agreement between you and the Company regarding the use of the Services, which is set forth in the Written Order
<b>Dealer</b>	A dealer for the Company that sells rights related to Subscriptions and other goods
<b>Anti-Social Forces</b>	An organized crime group ( <i>boryokudan</i> ), a member thereof, a right-wing organization ( <i>uyokudantai</i> ), an anti-social group and a person who is equivalent to any of the preceding
<b>Laws</b>	laws, governmental ordinance, regulations, standard, guidelines and other relevant rules

### **3. Modifications of the Terms of Use**

- 3.1 The Company may, at its discretion to the extent not contrary to the purpose of this Agreement, modify the Terms of Use at any time.

- 3.2 The Company shall notify all of the followings when it modifies the Terms of Use pursuant to Section 3.1:
- (a) The Terms of Use will be modified
  - (b) The terms of the modified Terms of Use
  - (c) The effective date of modification
- 3.3 If modification of the Terms of Use does not conform the benefit of the users of the Service, the Company shall inform you the items listed in Section 3.2 by the effective date designated in Section 3.2(c).
- 3.4 If you satisfy any of the followings, you are deemed to have consented application of the modified Terms of Use:
- (a) You use the Service after the notice in Section 3.2
  - (b) If you do not terminate the Agreement by the end of the termination period when the Company allows you to terminate the Agreement by designating the termination period.

#### **4. Execution of the Agreement for Use**

- 4.1 The Agreement for Use will be formed at the time when you submit a Written Order to the Company directly or through the Dealer, and the Company transmits its acceptance thereof. You shall agree with the provisions of the Terms of Use before the submission of the Written Order, and at the time of such submission, you will be deemed to have agreed with the provisions hereof.
- 4.2 The Company may, at its discretion, determine whether to accept the Written Order in the preceding paragraph or not. The Company may refuse such acceptance if it finds a fact that constitutes a breach of any item in paragraph 4 below; if such acceptance interferes with the implementation of the Company's business; or in other cases where such acceptance is deemed inappropriate by the Company. Even if the Company refuses the acceptance in the preceding paragraph, it will not be obliged to give you reasons therefor.
- 4.3 A Written Order shall contain the information predetermined by the Company, such as the number of Users, unit price (Usage Fee) of the relevant Subscription, the payment method (either on a monthly or annual basis) and the Effective Term (the starting date and the expiration date) of the Agreement for Use (to be defined in Article 8).

4.4 You represent and warrant to the Company that each of the following statements is true and correct at the time of submission of your application for the use of the Services and, when you wish to increase the number of Users under Article 6 at the time of your payment of the additional Usage Fees as set forth in paragraph 2 of the same:

- (a) The information submitted to the Company is full and correct.
- (b) The use of the Services does not and is unlikely to infringe on any right held by a third party.
- (c) You use the Services only for your business.
- (d) You have no illegal or unjust purpose or intent in your use of the Services.
- (e) You have no purpose or intent in a breach of the Terms and Orders in your use of the Services.
- (f) You are not one of the Anti-Social Forces

## 5. Subscriptions

5.1 You will obtain a Subscription by executing the relevant Agreement for Use with the Company.

5.2 You may designate Users those who use the Services up to a certain number predetermined in the relevant Written Order (or if the number of Users is added under the Terms and Orders, the total number after the increase).

## 6. Change in Number of Users

6.1 When you wish to increase or decrease the number of Users for a certain Subscription, you shall notify the Company thereof in either of the following manners:

- (a) Notice to the Company no later than ten (10) days before your desired date of such increase ("**Desired Date**") (or if such deadline day for the notification is not a business day for the Company, on or before the business day immediately preceding the deadline day) by using the method specified by the Company, or
- (b) Notice to the Company through the website predetermined by the Company.

6.2 If you wish to increase the number of Users in accordance with Section 6.1, the

following applies:

- (a) You shall pay the Company in accordance with the Agreement for Use, the additional sum decided by the Company taking into consideration both the Desired Date and the end of the Effective Date. The Company shall pay the sum by the time specified in Section 7.3.
- (b) The additional Users added following the procedures under the preceding paragraph will be deemed to have been the Users from the starting date of the Effective Date of the Agreement for Use for the relevant Subscription, except for the payment of the additional Usage Fees under the preceding paragraph.

6.3 If you wish to decrease the number of Users in accordance with Section 6.2, the following shall apply:

- (a) We shall decrease the number of User after receipt of notice in Section 6.1
- (b) You, by giving a notice in accordance with Section 6.1, only during the Effective Term which de day notice in Section 6.1 belongs, may use the Service with decreased number of the User without any further payment. However, the preceding sentence does not apply for any terms after the said Effective Term if this Agreement is renewed.

## **7. Usage Fees and Payment Method**

7.1 The Usage Fees shall be as set forth in a Written Order and determined based on the unit price of the relevant Subscription and the number of the Users.

7.2 You shall pay the Usage Fees to the Company in exchange for the Services provided by the Company. You may not refuse such payment for the reason that you did not use the Services.

7.3 Unless otherwise provided for in the Written Order, you shall pay the Usage Fees to the Company by a day specified below depending on the payment method (“**Payment Date**”) in the payment method specified by the Company. You shall bear any bank charge and other expenses and costs for such payment. When you execute the Agreement for Use with the Company through the Dealer, you shall follow the payment method specified by the Dealer.

- (a) In the case of credit card payment;

- (i) In the case of a monthly payment contract: closing is the end of last month of the Effective Term and due on the same day. The same applies to the payment of additional fees under Section 6.1.
  - (ii) In the case of an annual payment contract: due on the beginning day of the Effective Term. Additional fees under Section 6.1 shall be paid at the beginning day of additional use.
- (b) In the case of payment based on invoice;
  - (i) In the case of a monthly payment contract: closing is the end of a month which the last day of the Effective Term belongs and due on the last day of the next month. The same applies to the payment of additional fees under Section 6.1.
  - (ii) In the case of an annual payment contract: closing is the end of a month which the beginning day of the Effective Term belongs and due on the last day of the next month. Additional fees under Section 6.1 shall be paid at the last day of next month of a month which the beginning day of the Effective Term belongs.

7.4 If you fail to pay the Usage Fees by the Payment Date (including the case of settlement failure for a credit card), you shall notify the Company or the Dealer thereof and immediately pay to the Company the Usage Fees together with the late payment charge at 14.6% per annum.

7.5 In no event, the Company will answer to your request for the reduction of the Usage Fees. For any reason whatsoever, the Company will not be obliged to refund the Usage Fees once received from you.

## **8. Effective Term**

8.1 The Agreement for Use will be formed on the date when the Company sends its acceptance of a Written Order issued by you.

8.2 The effective term of the Agreement for Use will continue from the starting date until the expiration date of a certain period designated in the Written Order (“**Effective Term**”).

8.3 Notwithstanding the preceding paragraph, the Agreement for Use will be automatically renewed on the same terms and conditions at the time of a lapse of the expiration date of the Effective Term, and the same will apply thereafter,

except for the cases below and in paragraph 4:

- (a) When you give the Company notice of no-renewal of the Agreement for Use in either of the following manners:
  - (i) Notice to the Company directly or through the Dealer no later than ten (10) days before the expiration date of the Effective Term (or if such deadline day for the notification is not a business day for the Company, on or before the business day immediately preceding the deadline day) by using the format predetermined by the Company, or
  - (ii) Notice to the Company by the expiration date of the Effective Term through the website predetermined by the Company.
- (b) When the Company gives you notice of no-renewal of the Agreement for Use no later than ten (10) days before the expiration date of the Effective Term (or if such deadline day for the notification is not a business day for the Company, on or before the business day immediately preceding the deadline day).

8.4 Notwithstanding the preceding two (2) paragraphs, if the Company notifies you of the revision of the Usage Fee no later than ten (10) days before the expiration date of the Effective Term (or if such deadline day for the notification is not a business day for the Company, on or before the business day immediately preceding the deadline day), and when you do not raise an objection against such revision by the expiration date, the Agreement for Use will be renewed based on the revised Usage Fee while the remaining terms and conditions thereof will remain unchanged, and the same procedure will apply thereafter.

8.5 Notwithstanding other provisions in the Terms of Use, even after the formation of the Agreement for Use, the Company will not assume any obligation regarding the Terms and Orders until the starting date of the Effective Term thereof.

## 9. Trial Period

9.1 The Company may, at its discretion, provide you with the Services free of charge during a certain period separately designated by the Company (“**Trial Period**”) between the date of the formation of the Agreement for Use and the day before the starting date of the Effective Term thereof.

9.2 Notwithstanding other provisions in the Terms of Use, the following provisions will apply during the Trial Period.

- (a) The Company does not warrant or represent to you anything about the Services during the Trial Period, and it will provide the Services on an as-is basis.
- (b) The Company will separately designate the maximum number of Users during the Trial Period.
- (c) The Company may limit the functionality of the Services provided during the Trial Period.
- (d) The Company may, at its discretion, terminate the Agreement for Use for any reason at any time in the Trial Period. In that case, the Company will assume no liability for damage if sustained by you or other persons concerned due to the termination thereof.

## **10. Provision of the Services**

10.1 The Company will provide you with the Services in compliance with the Terms and Orders and various applicable Laws.

10.2 The Company will manage the Customer Data as a prudent manager through the proper implementation of physically and technically safe and protective measures and other appropriate means. The Company will not disclose the Customer Data to any third party unless it is forced to do so by the Laws or permitted in writing by you.

10.3 For the provision of the Services, the Company may contract to any of its business partners or other third parties the whole or a part of its business activities such as the treatment of you and the Users and the operation of the Services. In that case, the Company may disclose the Customer Data to the relevant business partner or third party.



## 11. Use of Additional Services

11.1 Company provides the services designated from the followings only when you consent on provision of such.

<b>Additional Services</b>	<b>Service Provider</b>	<b>Services to be Provided</b>
Speech-to-text Service	Google inc. and its affiliates	Google Cloud Speech API (Another name: Cloud Speech-to-Text)
Parallel Translation Service	Google inc. and its affiliates	Google Translate API (Another name: Google Cloud Translation API)

11.2 You, to the extent necessary to provide the services above, shall consent that the Company transfer the Customer Data to the Service Providers and if necessary, under the applicable Laws, shall take necessary measures including obtaining of consent from each Users so as to make such transfer lawful.

11.3 If there is any terms of use provided by the Service Provider in Section 11.1 and if there is a contradiction or conflict between any provision of such terms of use and the Terms and Orders, the latter will supersede in the relationship between the Company and you and the Users.

11.4 The Company will assume no liability for damage, loss and the like if sustained by you or any User as a result of your following the terms of use in section 11.1 above. The Company does not, despite other provisions in this Terms of Use, make any warranty regarding the Additional Services including but not limited to completeness, accuracy, effectiveness, continuous provision and service level. If you or users suffer any loss or damages, the Company will not be liable.

## 12. Software Update

The Company will, from time to time, implement the software update necessary for enhancing the security and improving the quality of the Services without giving you prior notice. Provided, however, that when it is scheduled to implement any update that leads to the substantial change in your usage or that requires the complete suspension of the Services for one (1) hour or more, the Company will notify you thereof no later than one (1) week before the implementation thereof.

### **13. The Company's Warranty**

13.1 Except for the Trial Period, the Company warrants to you the following regarding the use of the Services:

- (a) The Services will be provided in accordance with the Laws; and
- (b) The Services will operate according to the user manual.

13.2 Unless otherwise expressly provided for in the Terms and Orders, the Company does not warrant to you and the Users in any respect of the Services including the following; the fitness of the Services for your or any User's particular purpose; the functionality, commercial value, accuracy, usefulness of the Services as expected by you or the Users; the conformity of your or any Users' use of the Services to the Laws, internal rules of the industry organization, or other rules which are applicable to you or the Users; and the occurrence of no trouble in the Services.

### **14. Use of the Services**

14.1 When you use the Services, you or the Users shall prepare, at its own expenses and responsibility, the Customer Environment and connect it to the Company Environment (including the installation of the software necessary for the use of the Services and log-in to the Services and other processes.) The Services will be provided by connecting the Customer Environment to the Company Environment through the network.

14.2 Unless otherwise specifically provided for in the Terms and Orders, you and the Users shall use the Services only in the manner set forth in the preceding paragraph and may not enter or otherwise use the Company' related facilities to use the Services.

### **15. Compliance with the Terms of Use by Users**

You shall assume the obligation to keep the Users well informed of the provisions of the Terms and Orders and to have them comply with the same. A contractual breach thereof by any User will be deemed to be your breach.

### **16. Prohibited Conducts**

For the use of the Services, neither of you nor the Users shall conduct any of the

following activities, or other activities deemed equivalent to it by the Company:

- (a) To permit any person other than the Users to use the Services;
- (b) To sell, resell, rent out, or lease the Services;
- (c) To act in a breach of the Laws or to conduct any activity related to a crime;
- (d) To commit a fraudulent act or threatening action against the Company, any of other users of the Services, or a third party;
- (e) To do against public policy;
- (f) To conduct any activity that impairs or infringes on the intellectual property right, portrait right, right to privacy, reputation, and other rights or interests of the Company, any of other users for the Services or a third party;
- (g) To transmit or send to the Company or other users for the Services or to store any of the following information or other information deemed equivalent to it by the Company;
  - (i) It contains an excessively violent or cruel expression,
  - (ii) It contains a computer virus and any of other harmful computer programs and codes,
  - (iii) It contains a certain expression that impairs the reputation and credit of the Company, any of other users for the Services or a third party,
  - (iv) It contains an excessively indecent expression,
  - (v) It contains a certain expression that promotes discrimination,
  - (vi) It contains a certain expression that promotes suicide or self-injurious behavior,
  - (vii) It contains a certain expression that promotes the improper use of drugs
  - (viii) It contains an antisocial expression,
  - (ix) It is intended to disseminate a piece of certain information to third parties such as chain mail,
  - (x) It contains a certain expression that provides an uncomfortable feeling to other persons, or
  - (xi) It is intended for dating with strangers of the opposite sex.
- (h) To overburden the network, system or other environments for the Services;
- (i) To conduct an act that is likely to interfere with the operation of the Services;

- (j) To access or attempt to access the network, system or other environments of the Company illegally;
- (k) To disguise a third party's identity;
- (l) To use an ID number or password of any of other users for the Services;
- (m) To divulge, intentionally or negligently, the information regarding the Services (including details of telephone conversations, location data, and image data) or an ID number or password to an unauthorized third party;
- (n) To allow a third party to access the Services, except for the cases permitted in the Terms and Orders;
- (o) To duplicate a part or content of the Services;
- (p) To reverse-engineer the Services;
- (q) To promote, advertise, solicit or otherwise market on the Services anything that is not approved by the Company in advance;
- (r) To collect the information about other users for the Services;
- (s) To give disadvantage, damage or uncomfortable feeling to any of other users for the Services or a third party;
- (t) To provide profits to the Anti-Social Forces;
- (u) To act for dating with strangers of the opposite sex;
- (v) To act in a breach of the terms of use of the relevant service provider in the use of the Additional Services;
- (w) To solicit or facilitate any of the preceding activities, directly or indirectly;  
or
- (x) To conduct any other acts deemed inappropriate by the Company.

## **17. Security and Export Control**

17.1 You shall not use the Services for any of the following purposes:

- (a) To develop, manufacture, use or store nuclear or similar weapons;
- (b) To research and develop or otherwise study nuclear fuel or source material, nuclear fusion, nuclear reactors or any parts or accessories thereof, to manufacture heavy water, and to process or reprocess nuclear fuel or source material;
- (c) To research and develop, or manufacture chemical material, microbes, toxins, rocket or unmanned aerial vehicle, or to study universe (except astronomy-related study) by military or national defense agency, or any of its contractors;

- (d) To develop, manufacture or use weapons (except mass-destruction weapons)

17.2 When you intend to conduct an export transaction that requires the permit or license stipulated in the Foreign Exchange and Foreign Trade Act (including the relevant ordinances) in connection with the Services, you shall obtain such permit or license at your expenses and responsibility.

**18. Suspension, Discontinuance, Modification, and Termination of the Provision of the Services**

18.1 When the Company inspects, maintains, works on or otherwise takes care the Company Environment (including its servers, data centers, and similar facilities), it may suspend the provision of the Services in whole or in part. In that case, the Company will notify you of such suspension and the expected period thereof in advance.

18.2 In any of the following cases, the Company may, without giving you prior notice, delete the Customer Data or suspend the provision of the Services for each User in whole or in part:

- (a) If the Company urgently inspects, maintains or works on or otherwise takes care of the Company Environment (including its servers, data centers, and similar facilities);
- (b) If any of computers or communication lines and other equipment that is used for the provision of the Services come to a stop due to a disaster or human-made accident;
- (c) If it becomes impossible to provide the Services due to a force majeure event such as an earthquake, lightning, fire, wind or flood, blackout, and other natural disasters, or any event not attributable to the Company;
- (d) If the Company determines that you or any User has breached or is likely to breach any provision of the Terms and Orders;
- (e) If the Company determines that you or any User has fallen under any of the events listed in Article 20;
- (f) If the provision of any third party's service that is used for the Additional Services is suspended; or
- (g) In any other cases deemed necessary by the Company to suspend the provision of the Services in whole or in part.

18.3 The Company may, at its discretion, modify contents of the Services or terminate the provision thereof in whole or in part at any time. In that case, the Company will notify you thereof no later than one hundred and eighty (180) days before the scheduled date of such modifications or termination.

## **19. Termination with Notice**

19.1 You may terminate the Agreement for the future by indicating your intention to the Company in either of the following manners:

- (a) Notice to the Company directly or through the Dealer no later than ten (10) days before the expiration date of the Effective Term (or if such deadline day for the notification is not a business day for the Company, on or before the business day immediately preceding the deadline day) by using the format predetermined by the Company, or
- (b) Notice to the Company by the Effective Term through the website predetermined by the Company.

19.2 Even if you early terminate the Services before the expiration date of the Effective Term, you may not refuse your payment of the Usage Fees for the remaining period.

## **20. Termination without Notice**

If any of the following events occur on you or any User, the Company may terminate the Agreement for Use in whole or in part without giving you prior notice or demand.

- (a) A breach of any of the provisions of the Terms and Orders;
- (b) Dishonor of a bill or check issued by you;
- (c) A suspension of the payment or insolvency, or a petition for provisional seizure, seizure, auction or another compulsory execution process;
- (d) A petition for the commencement of the bankruptcy, civil rehabilitation or corporate reorganization proceedings, special liquidation, or similar proceedings;
- (e) Dissolution of your company or an attempt to transfer the entire or a significant part of your business to a third party;
- (f) A failure to respond to an inquiry or other requests from the Company for answer within thirty (30) days after the dispatch or transmission of such

inquiry or request;

- (g) Determination by the Company that you or any User falls under the Anti-Social Forces or has any association or involvement with the same in some way, like the cooperation with or participation into the maintenance, operation or management thereof by providing fund or by other means; or
- (h) Any other cases deemed inappropriate by the Company to continue the Agreement for Use.

## **21. Loss of Benefit of Time**

If you fall under any of events listed in paragraph 3 of Article 8 or the same set forth in Articles 19 or 20, you will forfeit the benefit of time, and all your debts or obligations to the Company shall become immediately due and payable to the Company.

## **22. Non-Setoff**

You may not set off any monetary obligations owed by you to the Company against the Company's monetary obligation to you regarding the Services.

## **23. Claim (or Complaint) from A Third Party**

In either of the following cases, you shall defend and indemnify the Company, its business partners, and other parties concerned harmless against any damage and loss whatsoever (including attorney fees) sustained by the same at your expenses and responsibility.

- (a) If the Company or its business partner receives from a third party a complaint, claim or other notice as a result of your or any User's infringement on the third party's right or other improper activities in connection with the use of the Services or the Additional Services; or
- (b) If the Company sustains damage due to an event attributable to you or any User.

## **24. Personal Information**

- 24.1 If an application form and/or Customer Data include personal information and other personally identifiable information under the Personal Information Protection Act, or anonymously processed information (Hereinafter referred to as

"**Personal information, etc.**".) under the same Act, the Company will treat such information in accordance with the Company's Privacy Policy (<http://●>) and will comply with applicable laws and regulations.

24.2 In using the Services, if Personal Information, etc. is included in the application form and Customer Data submitted by you, you shall expressly notify the Company to that effect and express and warrant that all of the following facts are accurate and true:

(a) You have legitimate authority to obtain and provide Personal Information etc. to the Company under the Personal Information Protection Act and other applicable laws and regulations.

(b) You comply with the Personal Information Protection Act and other applicable laws and regulations.

24.3 You shall take all necessary procedures to comply with the Personal Information Protection Act and other applicable laws and regulations at its own expense and responsibility.

## **25. Intellectual Property Rights.**

25.1 Copyrights and other intellectual property rights (including rights stipulated in Articles 27 and 28 of the Copyright Law of Japan, and the same will apply thereafter) to the Services and the content of all accompanying software, demo versions, user manuals and other materials ("**Accessories**") will belong to the Company and the third party from whom the Company is granted a license thereto. Unless otherwise provided for in the Terms and Orders, neither of you and the User may duplicate, adapt, transmit to the public (including the case of making it available for transmission), alter, reverse-compile, reverse-assemble, reverse-engineer, and otherwise analyze the Services and the Accessories.

25.2 Neither of you and the Users may post, without the permission of the Company, the following information on other companies' websites, SNSs, and other message boards; all information, voice and sound data, moving videos and pictures (including captured images of the Apps), and any other content relating to the Services or the Apps.

25.3 The license to use the Services under the Terms and Orders does not mean a license to use the intellectual property rights regarding the Company's website or



the Services, which are held by the Company or the third party from whom the Company is granted a license thereto, beyond the scope necessary for the use of the Services.

## **26. Use of Data**

- 26.1 At the time when you agree with the application of the Terms and Orders, and at the time when you execute the Agreements for Use, you shall represent and warrant to the Company all the following:
- (a) You and all Users who use the Services have legitimate rights to use, transmit or otherwise send to others and the public the Customer Data in the use of the Services.
  - (b) Any use of the Services by you or the Users has not infringed on any third party's rights.
  - (c) You have the right to grant a license regarding the Customer Data in paragraph 3 below.
- 26.2 Unless otherwise expressly provided for in the Terms and Orders, neither of your consent to the Terms and Orders nor your execution of the Agreement for Use shall constitute the assignment to the Company of the intellectual property rights regarding the Customer Data.
- 26.3 Regarding the Customer Data, you shall grant the Company a worldwide, unlimited, non-exclusive, royalty-free, sublicensable and transferable license to use, duplicate and distribute it as well as create, display, put into practice and otherwise use derivable work thereof. Despite the provisions of (3) of paragraph 1 above, if you have no right to grant such license, you shall obtain the said right from the right holder.
- 26.4 Regarding the Customer Data, you shall not exercise the author's moral right or any other moral right to the Company and a person who succeeded from or was granted the right by the Company, and you shall not permit any right holder to exercise the author's moral right and any other moral right.
- 26.5 You and any User may download the Customer Data that you have registered and stored in the Company Environment only with the prior consent of the Company and after your payment of a certain fee specified by the Company. If you or any User is unable to download the Customer Data as a result of the failure

to satisfy the preceding conditions and sustains any damage, the Company will not assume any liability therefor.

- 26.6 You shall back up and save or store, at your responsibility, the data, and information that you have registered or stored in the Company Environment. The Company will assume no liability for any loss thereof.
- 26.7 The Company has the right to delete the Customer Data after a lapse of the fourteen (14) days from the date of the suspension or discontinuance of the provision of the Services, or the expiration or termination of the Agreement for Use with or without cause. After a lapse of such period, the Company will be released from its obligation to restore, browse, manipulate, provide or otherwise handle the Customer Data.
- 26.8 If the Company determines that the Customer Data is inappropriate because it falls under any of the information listed in Section 16(g) or for any other reasons, the Company may immediately delete it without giving you the prior notice.

## **27. Confidentiality**

- 27.1 You shall not disclose to any third party or release business, technical and any other information about the Company obtained in connection with your use of the Services (including all information regarding the Services, “**Confidential Information**”). You also shall not use, duplicate, translate, adapt, analyze or otherwise tamper with the Confidential Information for any other purposes (including for the self-development and sale thereof) than the use of the Services.
- 27.2 Notwithstanding the preceding paragraph, the following information shall not constitute the Confidential Information in the preceding paragraph:
- (a) It was already known to the public at the time of disclosure thereof, or it becomes known to the public due to any event not attributable to you;
  - (b) It was lawfully obtained by you from a third party without assuming confidentiality obligation therefor;
  - (c) It was already possessed by you at the time of disclosure thereof;
  - (d) It was independently developed by you without reference to the Confidential Information disclosed.
- 27.3 At the termination of all the Agreements for Use for any reason or upon the request of the Company, you shall immediately destroy or delete the Confidential

Information or return to the Company or destroy all record media (including duplicates thereof) according to the instructions of the Company. At the request of the Company, you shall provide the Company with a written certificate proving your performance of the preceding obligations.

## **28. Disclaimer and Limitation of Liability**

28.1 The Company will assume no liability for any damage sustained by you, any User or a third party arising out of or in connection with any of the following:

- (a) The expiration or termination of the Agreement for Use;
- (b) The provision of the Services, the suspension, discontinuance or termination of the provision thereof, or the modification thereof;
- (c) A breach of the Agreement for Use by you or any User;
- (d) The unavailability of the Services in whole or in part due to an event not attributable to the Company including the following;
  - (i) The implementation of the scheduled maintenance of the Services or the Company Environment,
  - (ii) The occurrence of a natural disaster such as an earthquake, typhoon, flood, and storm; infection, war, civil war or riot; or other force majeure events,
  - (iii) An order for the suspension of the Company's business by any administrative or judicial agency,
  - (iv) Trouble in the internet connection to the Services,
  - (v) Trouble arising out of or in connection with the software that operates on the computer (prepared by the Company, you or any User) other than the Apps,
  - (vi) Trouble arising out of or in connection with the software linked with the Apps (including that provided by a third party),
  - (vii) Trouble arising out or in connection with the Services or the hardware (including microphone, server, and other equipment) that is used to interact with the Services (including a failure or damage of such equipment),
  - (viii) Trouble in the security setting made by you on the Apps, the computer and other devices (including the case of your failure to upgrade, update or otherwise properly maintain the Apps and the security means such as antivirus software and the like);

- (ix) Trouble in the Customer Environment,
  - (x) An unauthorized operation by you in relation to use of the Services,
  - (xi) A leak of any ID or password by you or any User,
  - (xii) A loss of any terminal device installed with the Apps,
  - (xiii) Any attack or illegal act (misconduct) by a third party, or
  - (xiv) The discontinuance or suspension of a third party's service used for the Services;
- (e) A leak of the following information due to any event not attributable to the Company including items in the preceding paragraph; telephone conversations (voice data), location data, image data, information about you and the Users, Personal Information, and other information regarding the provision of the Services or the Apps; or
  - (f) Any other events that are not attributable to the Company arising in connection with the Services or the Apps.

28.2 The preceding paragraph will not apply to the cases where the damage is caused only by the intent or gross negligence of the Company.

28.3 Even if the Company assumes liability for the damage to you, any User or a third party, such liability will be limited only to the extent of direct and ordinary damage sustained by you, the User or the third party. (Any indirect and special damage, loss of profit, contingent, consequential or punitive damage sustained by the third party will not be included in such extent, even if such damage is predicted or predictable.) In addition, the Company's maximum liability will not exceed the amount paid from you to the Company during the prior twelve (12) months before the first occurrence of the event that has caused such damage.

## 29. Notice

Whenever it is deemed necessary, the Company will give you various types of notice by posting it on the Company's website or by other means deemed appropriate by the Company. In that case, such notice will be deemed to have reached you at either time of the following:

- (a) In the case of posting the notice on the Company website, at the time of posting details of the notice on the website; or
- (b) In the case of taking other means deemed appropriate by the Company, at the time of a lapse of seven (7) days after the date of sending the notice.

### **30. Non-Assignment of Rights and Obligations**

- 30.1 You may not assign or encumber your contractual status on the Agreement for Use or your rights and obligations thereunder in whole or in part to a third party without the prior written consent of the Company. An assignment or encumbrance thereof in a breach of this Section will not come into force.
- 30.2 If the Company transfers its business pertaining to the Services to a third party (including all cases of company split, merger and acquisition, and other business transfers), it may assign, along with such business transfer, its contractual status under the Agreement for Use, its rights and obligations under the same in whole or in part as well as the registered and other pieces of information about you and the Users (including the Customer Data) to the third party who is the transferee of such business. In this paragraph, you are deemed to have consented to such transfer in advance.

### **31. Severability**

Even if any provision of the Terms and Orders is determined invalid or unenforceable in whole or in part by the Consumer Contract Act or other Laws, the remaining provisions of the Terms and Orders and the remaining portions of such provision determined partially invalid or unenforceable shall continue to be in full force and effect.

### **32. Governing Law**

Without regard to in which country the Services are used, the Terms and Orders and the Agreement for Use shall be governed by the laws of Japan.

### **33. Agreed Jurisdiction**

All dispute arising out of or in connection with the Agreement for Use shall be submitted to exclusive agreed jurisdiction of the Tokyo District Court.

### **34. Language**

The original of this Terms of Use is the Japanese version. If there is any translation of this Terms of Use and if there is any discrepancy in meaning or intention between the translation and the original, the latter prevails.

**35. Other Matters**

35.1 The Terms of Use will supersede and apply to all arrangements made between you and the Company regarding the Services before the establishment and revisions hereof.

35.2 Sections 9.2, 0, 13 to 17, 21 to 23, 25 to 34 survive after termination of this Agreement. Notwithstanding the preceding sentence, for any Section which set forth specific period, such Section is valid on for the said period.

Established on December 1, 2014

Revised on June 1, 2015

Revised on April 11, 2016

Revised on April 19, 2016

Revised on January 10, 2017

Revised on July 17, 2018

Revised on October 17, 2018

Revised on August 19, 2019

Revised on October 3, 2019

Revised on November 25, 2019