

# NEOREKA Cloud Service Terms and Conditions

< \* Please make sure to read to the end because the procedure for payment is also described >

## Chapter 1 General Rule

### Article 1 (Purpose)

NEO JAPAN Co., Ltd. (hereinafter referred to as the "Company") uses the "NEOREKA Cloud Service Terms and Conditions" (hereinafter referred to as the "Terms") as the terms applied to the Service specified in Article 2 (Definition) No. 1).

### Article 2 (Definition)

The definitions of the main terms in this agreement shall be as defined in the following items.

- (1) "This Service" means "NEOREKA Cloud Service" as a generic term for individual services provided by the Company
- (2) "Individual service" means the individual service provided within this service
- (3) "Individual terms" means the individual terms that apply only to individual services within this service that are defined separately from this agreement
- (4) "Terms, etc." includes these terms and individual terms. In addition, if the Company and the customer have a separate agreement regarding the provision of this service, this agreement is included
- (5) "Customer" refers to any corporation, group, association or individual who applies for the use of this service and any corporation, group, association or individual who uses this service
- (6) "Distributor" means a corporation, organization, association or individual (including the corporation, association, contractor of the association) who has a contract with us regarding the sale of this service
- (7) "SLA" means a document (Service Level Agreement) that is separately provided by the Company and stipulates quality assurance regarding the provision of this service
- (8) "Customer's personal information" is information about the customer, including name, address, telephone number, e-mail address, ID and password, and other descriptions (description, number, symbol, etc.) included in the information. , Etc., including those specified in each item of Article 30 (Protection of Personal Information), paragraph 2)
- (9) "Charge information" means the customer's service charges, service charge details, billing charges, deposit information, and other information related to usage records related to billing and settlement of the service charges
- (10) "Customer data" means electronic data and information that is registered and stored in the data area of this service in order to use or by the customer

### **Article 3 (Application of Terms)**

1. Our company provides this service based on this agreement.
2. When the individual agreement is stipulated for each individual service type in this service, the individual agreement will be applied in preference to this agreement for the individual service type.
3. You are deemed to have agreed to these Terms.
4. If the customer has an individual contract with the dealer regarding the use of this service, the contract will be applied in preference to this agreement. The Company shall not be liable for the content of the contract (including damages caused to the customer due to the contract) and shall not be liable.

### **Article 4 (Changes to this agreement, etc.)**

1. The Company may change the Terms, etc. if it deems necessary.
2. If we change these Terms, etc., we will use any method we deem appropriate (including, but not limited to, displaying on the website or notifying you by email). In advance, we will notify the customer of the content of this agreement etc. after the change and the effective date. However, if we make a change that requires the consent of the customer under the law, we will obtain the consent by the method deemed appropriate by the Company.
3. If you apply for or use this service after changing these terms, etc., you are deemed to have agreed to the changes, unless the effect is denied by law.

## **Chapter 2 Matters Regarding Services**

### **Section 1 Service Content**

#### **Article 5 (Service Type)**

The types, names and contents of individual services provided by this service are as specified in this agreement. In addition, the Company shall be able to change the type, name and contents of individual services without obtaining the prior consent of the customer.

#### **Article 6 (Enquiry Desk)**

The inquiries regarding this service and the hours of reception are as follows.

Contact: NEOREKA Cloud Helpdesk

TEL: 045-640-5912 (Weekdays 10:00-18:00)

Email: support@neoreka.cloud

Available languages: Japanese, English

## **Section 2 Service Procedures**

### **Article 7 (Service Application)**

After agreeing to these Terms and Conditions, the customer enters and describes the necessary items in the online application method specified by the Company or the application method specified by the dealer. The application for using this service shall be made by submitting the application to our company or the store. If you do not agree to these terms, you cannot use this service.

### **Article 8 (Start of Using the Service)**

1. The service contract for this service with these terms as contract terms shall be established when the Company accepts the application for use under the preceding article.
2. After the usage agreement in the preceding paragraph is established, we will notify the customer by e-mail of the information such as "access URL" necessary for using this service.
3. The customer is deemed to have confirmed the establishment of the usage contract by the notice in the preceding paragraph, and after the email transmission date in the preceding paragraph (hereinafter referred to as "service start date"), regardless of whether or not the service is actually used, use of this service You are obligated to pay the fee.

### **Article 9 (Service Usage Period)**

1. Customers can use this service from the service start date.
2. Individual services may have a contractual unit period. The contract unit period for each individual service shall be as specified in these Terms.
3. The starting date for the service usage period shall be the first day of the month following the date on which the usage contract is established under Article 8 (Starting to Use the Service).
4. When the service usage period of an individual service expires, the usage contract of the individual service will be automatically renewed starting from the day following the expiration date of the contract unit period.

### **Article 10 (Change of Contents of Service Used)**

Customers who change the content of the service to use enter the necessary information according to the change application method specified by the Company or the distributor, and submit the application to the company or the distributor to apply for the change of the content of the service. Regarding the method, consent, refusal and usage period related to the content change application, the provisions of Article 7 (Service Application) to Article 9 (Service Usage Period) shall apply mutatis mutandis.

### **Article 11 (Change of Customer Information)**

If there is a change in the contents described in the application for use or change of contents, the customer shall immediately notify us of the contents of the change online or in a form determined by the store. We will not be liable for any damages caused to you by the delay of this notice.

### **Article 12 (Termination of Customer Service Use)**

1. When terminating the use of this service, the customer shall notify us one month before the service end date by a method separately specified by us or the dealer.
2. If the period from the arrival date of the notice in the preceding paragraph to the end date of service use is less than one month, the last day of the service following the arrival date of the notice will be considered as the end date of service use.
3. Notwithstanding the provisions of the preceding paragraph, if the service cannot be used due to the reasons set forth in Article 17 (Discontinuation of Service Provision) or Article 18 (Restriction on Service Use), the customer achieves the purpose of the contract regarding the use of this service. If it is not possible to do so, you may apply to terminate the use of this service by notifying us by a document separately specified by us. In this case, it is considered that the use of this service has ended on the date when our written consent for the termination application reaches the customer.

## **Section 3 Service Fee**

### **Article 13 (Service Charge)**

1. The service charge shall be as stated in the app shop when applying online.
2. If the provision of this service is suspended due to the reason set forth in Article 15 (Suspension of Service Provision), it is considered that this service has been provided during the suspension period.
3. If the contract to use this service is canceled due to the reason set forth in Article 15 (Suspension of Service Provision), the customer shall lose the profit of the deadline and

- immediately pay the debt based on this agreement. In addition, the customer shall not be able to offset the said debt by the claim to the Company or the successor of the Company.
4. If it is found that the usage exceeds the range permitted by the customer's usage contract, by notifying in advance in writing, the Company may change the content of the usage contract of the customer and bill the service fee after the change.
  5. If you illegally escape the payment of this service fee, the customer shall pay to us the amount equivalent to twice the amount paid, as a premium.
  6. If the payment of this service charge or the premium in the preceding paragraph is delayed, the customer shall pay the amount of delay damage calculated to the Company at an annual rate of 14.6% of the delay for the delay period.

#### **Article 14 (How to Pay the Service Charge)**

1. Customer shall pay the Service Fee in one of the following ways:
  - (1) Cash transfer
  - (2) Credit card
  - (3) Other methods specified by our company
2. If the payment method is cash transfer, the customer shall pay the service fee in the preceding article according to the date and method stated on the invoice issued by the Company, our contractor or the dealer. Customers are responsible for the transfer fee, consumption tax and other expenses related to the payment
3. If the payment method is a credit card, this service charge shall be deducted from the account specified by the customer on the transfer date specified in the contractor agreement of the credit card company you are using
4. In the event of a dispute between the customer and a financial institution regarding the payment of this service fee, the dispute shall be resolved between the parties concerned and the Company shall not be liable at all

#### **Section 4 Service Suspension, etc.**

#### **Article 15 (Suspension of Service Provision)**

1. If the customer falls under any of the following items, the Company may suspend the provision of this service to the customer after setting the period.
  - (1) If you do not pay the service charge, surcharge or late damages after the due date
  - (2) If you make a false entry in the application form for using this service
  - (3) Regarding the use of this service, whether it is direct or indirect, if you give an excessive load or serious trouble (including but not limited to damage to facilities and data) on the Company or a third party
  - (4) Cases in which there is a possibility that the conduct of our company or the

- telecommunications equipment of our company or the company designated by our company will be hindered or may be caused by an act that violates these Terms
- (5) When the Company judges that it violates the matters specified in Article 25 (Principle of Self-Responsibility) to Article 29 (Prohibited Act)
  - (6) When there is a petition for seizure, provisional seizure, provisional disposition, or auction, or when disposition of delinquency in taxes and public dues or other disposition of public authority
  - (7) When a petition for initiating bankruptcy proceedings, civil rehabilitation proceedings, corporate rehabilitation proceedings, or when receiving such a petition from a third party
  - (8) When you use or may use this service in a manner that violates laws and regulations or violates public order and morals
  - (9) If there is a change in the payment method for this service charge and the customer information required for the changed payment method cannot be confirmed
  - (10) In case of violating these Terms and Conditions and the violation cannot be rectified regardless of the notice of the Company
  - (11) In addition to the above items, when we judge that the provision of this service is not appropriate
2. In the event that a reason corresponding to item 6 of the preceding paragraph has arisen or may occur, the customer shall promptly notify us in writing to that effect.
  3. If the customer falls under any of the items in Paragraph 1, the Company shall be able to cancel the usage contract of this service immediately. Note that the provisions of Article 12 (Termination of Service Usage by the Customer) shall apply mutatis mutandis to matters related to such cancellation.
  4. If you cancel the contract to use this service pursuant to the preceding paragraph, you shall be obliged to compensate for the damage caused to us by the cancellation.

#### **Article 16 (Postponement of Service Start)**

1. The Company shall be able to postpone the start time of this service from the service start date if any of the following items apply.
  - (1) When the telecommunications carrier or a company designated by us delays the provision of telecommunications services.
  - (2) In addition to the previous issue, if there is a reason that we find it unavoidable.
2. If we postpone the start time of this service by any of the items in the preceding paragraph, we will consider it as appropriate (including displaying on the website, notifying you by e-mail, etc., but is not limited to this).

## **Article 17 (Cancellation of Service Provision)**

1. The Company shall be able to stop the provision of this service if any of the following items apply.
  - (1) When it is unavoidable for maintenance or construction of our company or the telecommunications equipment of our designated company.
  - (2) When our company or a company designated by us carries out maintenance of this service
  - (3) When a failure occurs in the telecommunications equipment of our company or a company designated by us.
  - (4) When it becomes difficult to provide this service because the telecommunications carrier or the company designated by us has stopped providing the telecommunications service.
  - (5) In addition to the above items, if there is a reason that we find it unavoidable.
2. The Company shall cancel the provision of the Service according to item 1 of the preceding paragraph by 14 days before, and if the provision of the service by any of items 2 to 5 of the preceding paragraph shall be canceled in advance, the reason and implementation date. In addition, we will notify you by a method that we determine to be appropriate for the implementation period (including, but not limited to, displaying on the website, notifying you by e-mail, etc.). However, this does not apply if the situation is urgent.
3. Our company shall not be liable for any damages caused to the customer due to the discontinuation of provision of this service under this section.

## **Article 18 (Restriction on Service Use)**

1. In the event that there is a possibility that some or all of the communications cannot be used, such as the demand for communications is significantly congested due to the occurrence of natural disasters or other emergencies. In order to give priority to the communication of urgent matters for the public interest, the use of this service can be restricted or stopped.
2. In addition to the preceding paragraph, the Company may limit the use of the service if it determines that the method of use of the customer has a significant impact on the use of other customers.
3. We may restrict the provision of services for the purpose of regular maintenance.
4. The Company shall not be liable for any damages caused to the customer due to the limitation of service provision under this Article.

### **Article 19 (Abolition of Services)**

1. Our company, at its own discretion, may abolish this service in whole or in part without obtaining the consent of the customer.
2. If the Company abolishes all or part of this service according to the preceding paragraph, months prior to the abolition, we will notify you by any method we deem appropriate (including, but not limited to, displaying on the website or notifying you by e-mail).
3. Our company shall not be liable for any damages caused to the customer due to the abolition of all or part of this service based on this section.

## **Section 5 Handling of Data and Software**

### **Article 20 (Software Copyright, etc.)**

Intellectual property rights such as copyright and know-how regarding software and various other information (hereinafter referred to as "software") provided to customers based on this agreement, etc. Belongs to the third party who licensed. In addition, we provide only the usage license during the usage period, and you do not have ownership of the software.

### **Article 21 (Backup)**

We reserve the right to back up customer data at our discretion in case of failure of this service.

### **Article 22 (Handling of Data etc.)**

1. The Company shall carry out organizational, human, physical and technical safety management within the range reasonably recognized to prevent the loss, damage, leakage, and other uses other than the original purpose of customer data. We will take necessary and appropriate measures.
2. We shall be able to access your data if any of the following items apply.
  - (1) When performing work for stable provision of this service, prevention of problems, and response
  - (2) When carrying out backup based on the provisions of Article 21 (Backup)
  - (3) When there is a request for disclosure based on stipulations of laws and regulations or from an authorized public office
  - (4) When the customer's written consent (including e-mail) is obtained
3. If we can learn all or part of the contents of the customer data by each item of the preceding paragraph, we will handle the information as confidential information based on the provisions of Article 30 (Protection of Personal Information).
4. The Company shall not be responsible for the content of customer data, its accuracy and legality.

### **Article 23 (Erase of Data, Software, etc.)**

1. If the customer data in this service exceeds the predetermined standard set by the Company, or, if any of the items in Article 15 (Suspension of Service Provision) is applicable, the data shall be deleted without the prior consent of the customer. Alternatively, the transfer or delivery of the data may be suspended.
2. Our company shall not be liable for any damages caused to the customer due to deletion of data or suspension of transfer or delivery based on the preceding paragraph.

### **Article 24 (Data, Software, etc. at the End of Service Use)**

1. Regardless of the cause, the Company shall be able to immediately delete customer data, software, etc. in the service if the usage contract of the service is canceled or if the customer terminates the use of the service.
2. The Company shall not be liable for any damages caused to the customer due to deletion of customer data, software, etc. based on the preceding paragraph.

## **Section 6 Compliance Items**

### **Article 25 (Principle of Self-Responsibility)**

1. The customer shall bear all responsibility for all acts and their results within this service, regardless of whether or not they have performed such acts.
2. The customer assumes all responsibility for the information sent by the customer through this service.
3. If you damage the other customers or third parties of this service regarding the use of this service and the actions accompanying it, you will be responsible for the damages at your own expense and responsibility.
4. If you receive an inquiry or complaint from a third party or a dispute arises with a third party regarding the use of this service and the actions that accompany it, you must resolve the dispute at your own expense and responsibility.
5. If the customer causes damage to the Company for any of the reasons described in paragraphs 1 to 4, the customer shall compensate for the damage at his own expense and responsibility.
6. Our company shall not be liable for any damage caused to the customer due to the reasons in paragraphs 1 to 4.

#### **Article 26 (Management of Software, etc.)**

1. The customer shall comply with the matters specified in the following items regarding the use of software, etc.
  - (1) Do not lend, transfer, license, or otherwise dispose of software, etc. to a third party
  - (2) Manage software, etc. with the duty of care of a good manager
  - (3) Only use the software for the purpose of using this service, and do not use it for any other purpose
2. If the software etc. is lost or damaged due to the violation of each item of the preceding paragraph, our company or a company designated by us shall restore or repair the software etc., and the customer shall pay the cost of repair.

#### **Article 27 (Account Management)**

1. The customer assumes full management responsibility for the ID and password (hereinafter referred to as "account information") related to this service provided by the Company.
2. The customer shall not allow the account information to be used by a third party (including persons other than the representative administrator of the customer).
3. If you discover that your account information has been stolen or may have been stolen, you must notify us immediately and we will comply with any instructions from us. The Company shall not be liable for any damages caused to the customer due to the account information being stolen or used by a third party.

#### **Article 28 (Obligation to Respond by E-mail)**

1. The customer must make sure that our notice reaches the e-mail address (hereinafter referred to as "contact e-mail address") described as the contact information in the change notification based on the application for use or Article 11 (Change of Customer Information). As such, it is your responsibility to maintain and manage the contact email address.
2. When the customer receives a request from our company to the contact email address, the customer shall reply to the request without delay.
3. The Company shall be able to send to the contact email address information regarding services that may be of benefit to the customer, products or services of our business partners, etc. In this case, you will be responsible for the amount of your disk space consumed by the emails and electronic files we send.

## **Article 29 (Prohibited Acts)**

1. In using this service, the customer shall not perform the acts specified in the following items.
  - (1) Acts that violate the law, or that may cause, or an act similar to it
  - (2) Discriminating or slandering our company or a third party, or any act that infringes personal rights such as honor, credit, privacy, etc., or an act that may cause it
  - (3) The act of collecting or acquiring personal information or other information related to a third party by using false or other improper means, or an act similar to it
  - (4) The act of illegally disclosing or providing personal information to a third party without the consent of the person concerned, or an act similar to it
  - (5) Acts that infringe copyrights or other intellectual property rights of the Company or a third party, or an act that may cause it
  - (6) An act that infringes on any profit worthy of legal protection of the Company or a third party, or an act that may cause it
  - (7) Criminal acts, acts that incite or facilitate criminal acts, or acts that may cause them
  - (8) The act of intentionally providing false information, or an act similar to it
  - (9) Acts that violate the Public Offices Election Law, or an act that may cause it
  - (10) Infinite chain lecture (so-called "mouse lecture"), similar actions, or the act of soliciting this
  - (11) Acts of disseminating content that is obscene, child prostitution, child prostitution, child pornography, child abuse, and acts that violate laws related to the protection of children, etc., or an act similar to it
  - (12) Video transmission type sex special business, which is regulated by the Act on Regulation and Properization of Customs Business, etc. (hereinafter referred to as "Entertainment and Amusement Trades Control Law"), or an act similar to it
  - (13) Internet heterosexual referral business regulated by the Act on the Act of Inviting Children by Using the Internet Opposite heterosexual Referral Business (hereinafter referred to as "Dating Site Regulation Law"), or an act similar to it
  - (14) Acts that interfere with the provision of this service, or an act that may cause it
  - (15) An act of using this service in a method or mode that interferes with communication of a third party, or an act that may cause it
  - (16) Unauthorized access, cracking or attack to computers or telecommunications equipment operated by the Company or a third party, or the act of using this service in a method or aspect that interferes with computers or telecommunications equipment operated by the Company or a third party, acts such as information posting to promote those acts or acts similar to them
  - (17) Unauthorized sending of advertisements, advertisements, or solicitation emails

(including but not limited to specific emails) to third parties. The act of sending an email (so-called "harassment email" or "junk email") that a third party has or may feel aversion to, or an act similar to it

- (18) Using this service, using computer programs that may interfere with or threaten the work of a third party, such as computer viruses, or provide it to a third party, or an act that may cause it
- (19) Acts of changing the communication environment of a third party to expensive communication lines such as international calls without permission, or the act of distributing a computer program to change the settings
- (20) Alter the information of a third party accessible from this service, or the act of erasing
- (21) Unauthorized use of third party account information, or an act similar to it
- (22) Other acts that use this service in a manner that infringes the legal interests of a third party or that violates public order and morals

- 2. In the act stipulated in the preceding paragraph, induce the act, such as linking to the site performing the act, or, it includes actions that are equivalent as a result.
- 3. Regarding items 1 and 12 of item 1, those that we have confirmed to be operating properly in accordance with the provisions of the Entertainment and Amusement Trades Control Law or the Dating Site Regulation Law, we may exclude the application and allow the use of this service. However, after that, if the Company conducts the prohibited acts specified in Paragraph 1 or determines that the business operation is improper, the Company shall be able to take measures include the suspension of service provision specified in Article 15 (Suspension of Service Provision).
- 4. If the Company determines that the customer is performing an act corresponding to the prohibited act prescribed in Paragraph 1, the Company shall take measures including the suspension of service provision specified in Article 15 (Suspension of Service Provision). , The cost of operation, etc. required to respond to complaints about the customer's infractions, and the damage costs incurred by the customer's infractions, etc. can be charged to the customer.

## **Chapter 3 Miscellaneous**

### **Article 30 (Protection of Personal Information)**

- 1. The Company will not disclose or leak your confidential information and your personal information obtained in connection with the provision of this service to a third party, or use it only for the purpose of providing this service. However, in accordance with the stipulations of laws and regulations, or when there is a request for disclosure from an authorized public office, the disclosure may be made to the disclosed party in accordance

with the provisions of the relevant laws and regulations.

2. Regardless of the preceding paragraph, the customer, including provision to third parties, of the personal information of the customer that the Company has learned in connection with the provision of this service, including provision to a third party, is stipulated in that term. You agree to handle within the scope necessary to achieve the purpose of use (hereinafter referred to as "purpose of use").

(1) Personal authentication, billing of fees, credit management, system operation, customer service operation, and changes in fees and changes, additions or abolitions of this service that are required for providing this service, responding to inquiries, etc. In order to make such notification, user ID, company name, department name, name, e-mail address, telephone number, fax number, address, and other contract information (application date, contract date, usage service, usage status, payment method for fees, etc.) Etc. (including information on the content of the contract), and information such as fees

(2) In connection with the provision of this service, in order to respond, support or contact requests, inquiries and complaints from customers, etc., name, user ID, address, telephone number, fax number, e-mail address, and use information such as fees

(3) For the withdrawal process associated with the cancellation of the usage contract, the user ID, communication history, and other information necessary for the withdrawal process of the customer will be retained and used for a predetermined period of time even after the withdrawal process of the customer

(4) To obtain the consent of the customer regarding the use of personal information, send an e-mail or mail a printed matter, or use your name, user ID, address, telephone number, and email address to make a call

(5) Any other use of personal information of the customer for the purpose of use with the consent of the customer

(6) To use the personal information of the customer, etc. in order to disclose the personal information of the customer etc. based on the provisions of laws and regulations or according to the disclosure request from the authorized public office

3. You may request the disclosure of data regarding your personal information that we hold. In addition, as a result, if there is an error, it is possible to request correction of the data or suspension of use. We will respond to the disclosure request only when we can confirm that it is the customer himself. In addition, upon requesting disclosure, we will pay the prescribed fee prescribed by the Company.

4. The inquiries regarding the handling of customer's personal information are as follows.

Contact: NEOREKA Cloud Service Contact

Email address: support@neoreka.com

### **Article 31 (Exclusion of Antisocial Forces)**

1. Customers and the Company are currently gangsters, gangsters, persons who have not been gangsters for more than five years, gangster associate members, gangster-related companies, general assembly stores, social movements, etc. or special intelligence violence groups. Others (hereinafter referred to as "gangsters, etc.") who do not fall under these, and that they do not fall under any of the following items, and that they do not fall into the future guarantee.
  - (1) Having a relationship in which it is recognized that gangsters control the business
  - (2) Having a relationship in which it is recognized that gangsters are substantially involved in management
  - (3) Having a relationship that is deemed to be unlawfully using gangsters, such as for the purpose of making an unfair advantage of yourself, your company, or a third party, or for the purpose of damaging a third party
  - (4) Having a relationship recognized as being involved in providing funds, etc. to gangsters, or providing convenience
  - (5) An officer or a person who is substantially involved in management has a relationship that should be denounced socially with gangsters, etc
  
2. The customer and the Company shall not engage in any of the following actions using themselves or a third party.
  - (1) Violent demand
  - (2) Unreasonable demand acts beyond legal responsibility
  - (3) Acts that use threatening behavior or violence regarding transactions.
  - (4) Disseminating rumor and using counterfeit measures or power to damage the credibility of the other party or interfere with the business of the other party
  - (5) Other acts according to the above items
  
3. If there is a reasonable circumstance that the other party violates any of the items in paragraph (1), the customer and the company shall be able to investigate the other party for the violation, and the other party shall cooperate with this. In addition, the customer and the Company themselves violate any of the first paragraph, or, when it is found that there is a possibility of that, the other party shall be notified immediately.
  
4. If the other party violates any of the preceding three paragraphs, the customer and the Company will lose the profit of the deadline held by the violating other party, and immediately notify the use contract of this service without any procedure such as notification or notice. It shall be possible to cancel.

5. The customer and the Company shall not be responsible or liable for any damage incurred by the other party who violates the cancellation in accordance with the preceding paragraph.

### **Article 32 (Subcontracting)**

The Company shall be able to subcontract all or part of the work required for providing the Service to the customer to a third party at the discretion of the Company. In this case, in addition to Article 30 (Protection of Personal Information), the Company shall provide the subcontractor (hereinafter referred to as “consignee”) with the provisions of the Company, etc. We shall assume the same obligation as the obligation.

### **Article 33 (Prohibition of Transfer of Rights and Obligations)**

1. The customer shall not be able to transfer or succeed the right to use this service and the status based on this agreement to a third party.
2. If the status based on these Terms and Conditions is succeeded by a merger, company split, business transfer, etc., the corporation that succeeded the status shall promptly inform the Company with a document proving the fact that the succession occurred. Shall be notified.
3. If the Company does not consent to the succession in the preceding paragraph, the Company shall be able to cancel the service usage contract by notifying the succeeding corporation in writing within one month after receiving the notification in the preceding paragraph. Note that the provisions of Article 12 (Termination of Service Usage by the Customer) shall apply mutatis mutandis to matters related to such cancellation.
4. If the Company consents to the succession in paragraph 2, the successor corporation shall succeed to all claims and debts based on these Terms.

### **Article 34 (Communication Equipment, etc.)**

The Company, except for those provided by the Company, has the communication equipment, software, and contracts necessary for the use of the Service, which the customer has procured at its own expense and responsibility, and the obstacles and damages associated therewith. We do not take any responsibility for.

### **Article 35 (Connection Operator)**

1. Our company can specify the internet connection environment or the internet service provider's connection environment necessary or suitable for using this service.
2. If you use the service of a connection operator that is not recommended by us, we will not be liable for any problems resulting from the difference from the recommended provider.

### **Article 36 (Designated Hardware and Software)**

1. Our company shall be able to specify the hardware and software necessary or suitable for using this service.
2. If you use hardware or software that is not recommended by us, we will not be liable for any problems resulting from the difference from the recommended hardware or software.

### **Article 37 (Data Center)**

Our company shall be able to specify the necessary or suitable data center for using this service.

### **Article 38 (Damage Compensation)**

1. If the Company stipulates in the individual agreement or SLA that certain inability to comply with the SLA shall be provided, the Company shall not be liable except for the said compensation. However, this does not apply if the Company has a willful or gross negligence.
2. In addition to the preceding paragraph, we shall be liable for ordinary damages actually caused to the customer directly due to our breach of the obligations stipulated in this agreement etc. However, the cumulative total of the compensation will be limited to the total amount of the Service Fee paid by the customer to the Company in the past 12 months from the date of the damage, unless the Company intentionally or grossly negligently.
3. Regarding the provision of this service, the scope of liability for compensation and compensation borne by the Company shall be as in the preceding 2 paragraphs.
4. Within the scope of paragraphs 1 and 2, the limit of compensation and liability based on the responsibility of the Company shall be the limit, and damages resulting from reasons that cannot be attributed to the responsibility of the Company, due to special circumstances regardless of whether or not the Company is foreseen, we shall not be liable for any damages or lost profits.
5. The customer shall lose the right if he / she does not make a claim within 3 months from the date when the claim of paragraph 1 or 2 can be made.
6. If the Company is unable to provide the Service due to the reasons attributable to the Telecommunications Carrier for the Service Equipment, the Service will not be able to use the amount of damages received by the Company from the Telecommunications Carrier. In addition, the maximum amount of damages for all customers shall be accepted, and only the ordinary damages actually caused to the customer shall be sought.
7. The Company shall be able to replace the damage compensation under this Article by providing a considerable amount of this Service or extending this service period.

8. The Company shall be able to request compensation for the damage to the Customer if the Customer suffers damage due to the violation of this Agreement.

### **Article 39 (Disclaimer)**

1. The scope of liability that the Company shall bear to the customer shall be limited to the scope of the preceding article, and for damages caused to the customer due to the reasons of the following items, liability for default, responsibility for tort, and other legal claims We assume no responsibility whatsoever.
  - (1) Force majeure such as natural disasters, mayhem, riots, etc
  - (2) Failure of customer's connection environment such as failure of customer's equipment or failure of internet connection service to equipment for this service
  - (3) Failure due to performance value of Internet connection service such as response time from the equipment for this service
  - (4) Regarding the computer virus protection software that our company has introduced from a third party, the intrusion of the computer virus of the type for which the virus pattern, virus definition file, etc. are not provided from the third party into the facility for this service
  - (5) Unauthorized access, attack or interception on the communication route by a third party to the facilities for this service that cannot be protected even with the care of a good administrator
  - (6) Damage caused by the customer not complying with the procedures and security measures established by the Company
  - (7) Damages caused by software (including but not limited to OS, middleware, DBMS, etc.) that does not depend on the manufacturing of our service equipment and databases
  - (8) Damages caused by hardware that is not manufactured by our company among the equipment for this service
  - (9) Damage caused by the failure of telecommunication services provided by the telecommunication carrier
  - (10) Compulsory disposition based on Article 218 of the Criminal Procedure Code or the provisions of the Act on Interception of Communications for Criminal Investigation, or other compulsory disposition based on a court order or law
  - (11) Accidents such as loss during delivery of deliverables due to reasons that cannot be attributed to our company
  - (12) When it is related to the work of the subcontractor, and there is no reason attributable to us such as negligence for the appointment and supervision of the subcontractor.
  - (13) Other reasons that cannot be attributed to our responsibility

2. Our company shall not be liable for any dispute between you and a third party by using this service.

#### **Article 40 (Export Control)**

If you need to handle any of the following items, either directly or indirectly, with respect to your data, software, etc. by using this service, you will obtain our prior consent. At the same time, confirm the regulations under the applicable foreign export-related laws and regulations (hereinafter collectively referred to as "export regulations") under the "Foreign Exchange and Foreign Trade Law" and the US Export Administration Regulations, and perform the necessary procedures. We will take this and then do this.

- (1) When exporting
- (2) When taking it overseas
- (3) When provided to or used by non-residents
- (4) In addition to the above items, if there are export regulations

#### **Article 41 (Governing Law, Agreement Jurisdiction)**

1. This agreement shall be based on Japanese law.
2. If there is a need for litigation between the customer and the Company, the Tokyo District Court will be the exclusive agreement jurisdiction court of the first instance.

-End-

**<Important> The following applies to customers applying from within Japan.**

## **Appendix 1. Rules for Transfer of Claims**

### **Article 1 (Outline of System)**

1. The "Terms and Conditions for Transfer of Claims" (hereinafter referred to as "Terms for Transfer of Claims") are applied to customers who have consented to the use of this system (hereinafter referred to as "Target Customers") specified in the next section.
2. Regarding the payment method of this service fee, we transfer the claim that we have to the target customer to Cedyne Co., Ltd. (hereinafter referred to as the "claimant") with the consent of the target customer. Upon receiving payment from the billing business, the target customer can use the system to pay the billing business by automatic transfer (hereinafter referred to as "this system").

### **Article 2 (Acceptance of Transfer of Claims)**

1. Target customers are to comprehensively transfer claims based on this agreement between the target customers and the Company from the Company to the claimant. And that the terms and conditions below this article will be added by the transfer of claims without any objection. Due to this, after the transfer of the claims, the claims (hereinafter referred to as "each claim") such as the monthly fee for using this service, etc. shall be transferred from the Company to the claimant.
2. The details of each claim will be closed on the last day of every month, and will be sent to the target customer's registered address by 15th of the following month to notify them.
3. If the target customer does not make an opposition to the claiming business operator within 10 days after receiving the notice in the preceding paragraph, it is considered to have accepted this.

### **Article 3 (Debt Settlement)**

Target customers collectively bill each claim from the account of the financial institution displayed on the management screen of this service on the payment date (the next business day if it is a holiday) displayed on the management screen of this service Shall be paid to the person.

### **Article 4 (Delayed Damages)**

If the target customer fails to pay each claim, the customer will be required to pay a late damages amount of 6.0% per year (proportionally calculated as 365 days per year).

### **Article 5 (Notification Obligation)**

1. If the target customer changes the address notified to the billing business, the customer and the billing business will be notified without delay from the management screen of this service.
2. If the target customer neglects the notification in the preceding paragraph, even if the notification from the billing business or the sending documents is delayed or undelivered, we shall not object to the claimant being considered to have arrived when it should normally have arrived. However, this does not apply if there is an unavoidable reason for not giving notice of the address change in the preceding paragraph.

### **Article 6 (Notification to the Company)**

The target customer consents in advance that if the target customer falls under any of the following, the billing company will notify us of the fact.

- (1) If you make a false declaration when applying
- (2) Violation of any of the loan transfer agreements
- (3) Failure to fulfill the obligation to the claimant such as the usage fee of this system
- (4) When the claimant determines that the usage of this system by the target customer is not appropriate
- (5) When a bill or check drawn out by oneself is unpaid or when general payment is stopped
- (6) In case of seizure, provisional seizure, provisional disposition (excluding those not related to credit) or disposition for delinquency
- (7) When bankruptcy proceedings start, civil rehabilitation proceedings start, special liquidation, company reorganization proceedings start, or other bankruptcy proceedings are filed, or if you file these claims yourself

### **Article 7 (Agreed Jurisdiction Court)**

In the event of a dispute with the contracting company for each claim, the target customer, regardless of the amount of the lawsuit, the target customer's address, place of purchase or contract place or the billing company's head office, summary court having jurisdiction over each branch, each sales office or each center, or agree to make the district court the competent court.

### **Article 8 (Report and Survey)**

1. The target customer shall promptly report any property, management or situation demanded by the business operator or provide the convenience necessary for the investigation.

2. The target customer shall report immediately when there is a significant change in property, management or situation, or when there is a possibility of a significant change, even if there is no request from the claimant.

#### **Article 9 (Reassignment of Claims)**

The target customer acknowledges that the claimant may transfer each claim of the target customer who was transferred from the Company to the Company again for convenience, and consents to the transfer from the claimant to the Company.

#### **Article 10 (Change of Terms)**

Regarding changes to the loan transfer agreement when the claimant uses this system after notifying of the changes, it is assumed that the changes or new loan transfer agreement is approved.

#### **Appendix 2 <About Credit Card Payment>**

Credit card payment is outsourced to SMBC Finance Service Co., Ltd. For usage information, please apply after agreeing to the payment station user agreement.

#### **Appendix 3 <Other References>**

1. This service may include resale to Microsoft Azure customers, application introduction, Microsoft Azure operation and management, billing agency.
2. Our company manages and operates Microsoft Azure. Upon termination of the service contract, we will lift all rights and rights regarding your Microsoft Azure.

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