

Terms and Conditions for SORA ONE 2.0 Services

These Terms and Conditions ("Terms and Conditions") set forth the terms and conditions for providing the SORA ONE 2.0 Services, and the rights and obligations between the Subscriber of services and Sompo Risk Management & Health Care Inc. (the "Company"). Please read and agree to the entire Terms and Conditions before using the Services.

Chapter 1 General Provisions

Article 1 Applicability

1. The purpose of the Terms and Conditions is to set forth the terms and conditions for providing the Services and the rights and obligations between the Company and the Subscriber concerning the use of the Services. The Terms and Conditions shall apply to all aspects of the relationship between the Subscriber and the Company.
2. Any rules for use of the Services posted on the Company's website shall constitute an integral part of the Terms and Conditions.
(Help desk: <https://www.sjnk-rm.co.jp/soraone2.0/help.html>)
(Alert and disclaimer: https://www.sjnk-rm.co.jp/soraone2.0/disclaimer_jp.html)
3. In the event of any conflict between the Terms and Conditions and the rules in the preceding paragraph or any other description of the Services not provided for herein, the Terms and Conditions will prevail.
4. Individual terms may be set forth aside from the Terms and Conditions concerning the Services. In such event, the Subscriber shall comply with the said individual terms in addition to Terms and Conditions. In the event of any conflict between the Terms and Conditions and the individual terms, individual terms will prevail.

Article 2 Definitions

For purposes of the Terms and Conditions, the following terms shall have the following meanings.

(1) The Services

The services attached to the Web Application System provided by the Company to the Subscriber under the Terms and Conditions and services ancillary to the System.

Marketed under the name SORA ONE 2.0.

(2) Subscriber



An entity or person that has applied for the use of the Services and has been permitted to use the Services provided by the Company.

(3) Person in Charge of Use

A liaison working as the person in charge of using the Services when the Subscriber is a legal entity. User registration is performed as "Website Administrator" in the System. Refers to the subscribing person in the case of an individual person.

(4) Website

Scope of the System the Company provides to the Subscriber.

(5) Website administrator

A user account for using the administrative functions necessary for running the website. The Company will register one person pursuant to the content of application upon completion of the agreement described in Paragraph 3 of Article 3.

(6) User Account

A general user account for the website. Registered by the website administrator.

(7) Users

All website administrators and users using the System

(8) Users' Facility

Computers, telecommunication facilities, other equipments and software installed by the Users to use the Services.

(9) Services Facility

Computers, telecommunication facilities, other equipments and software installed by the Company to provide the Services.

(10) Services Facilities

Services Facility and communication line that has been leased to the Company by telecommunications carrier to provide the Services.

(11) User ID

A code used to distinguish the Users from others.

(12) Password

A code used in combination with User ID to distinguish the Users from others.

(13) Contractual Coverage Confirmation

A document prepared by the Company based on the content of application submitted by the Users describing the content of agreement with the Users. Plans, added options, usage limit, fees and agreement period are specified.



Article 3 Changes to the Terms and Conditions

1. The Company shall be entitled to, without any prior notice to the Subscriber, change the Terms and Conditions at any time in the event the Company determines necessary. The Users shall refer regularly to the latest Terms and Conditions when using the Services.
2. Notwithstanding the preceding paragraph, the Company shall notify the content of the said change to the Subscriber when the change in the Terms and Conditions will cause disadvantage to the Users. When the Subscriber uses the Services or fails to follow the procedure for modifying or terminating the agreement after the said content change has been notified, the Subscriber is deemed to have agreed to the change in the Terms and Conditions.

Chapter 2 Applications

Article 4 Application for Use

1. A person wishing to use the Services (a "Candidate") may apply to the Company for registration to use the Services by agreeing to comply herewith and providing certain information as specified by the Company ("Subscriber Information") in accordance with such manner as may be prescribed by the Company.
2. The Company shall determine whether to permit the use by a Candidate who made an application pursuant to the first paragraph of this Article 3 (an "Applicant") in accordance with the Company's criterion, and shall provide to the Applicant login information for the System and a confirmation of the content of the agreement. The Applicant's approval as Subscriber shall be completed upon the notice pursuant to this paragraph by the Company.
3. Upon completion of approval as the Subscriber pursuant to the preceding paragraph, the Service Agreement shall become effective between the Subscriber and the Company, allowing the Subscriber to use the Services pursuant to the Terms and Conditions.
4. The Company reserves the rights to refuse registration or re-registration of any Applicant without any obligation to disclose the reasons, in the event that:
 - (1) The Applicant does not have employment or residence in Japan;
 - (2) The Applicant is a business entity or an individual engaged in the same or similar business as the Company;
 - (3) The Applicant does not respond to contact from the Company to the telephone and e-mail address provided to the Company by the Applicant;
 - (4) Any or all of the Subscriber information provided to the Company is found to be false,



inaccurate or omitted;

- (5) The Applicant is a minor, adult ward, or person under curatorship or assistance, for which approval has not been obtained from such Applicant's legal representative, guardian, curator or assistant concerning the use of the Services;
- (6) The Applicant was determined by the Company to i) constitute an organized crime syndicate or a member thereof, a rightist organization, or an anti-social force (hereinafter "Anti-Social Forces"), ii) have any interaction or involvement with Anti-Social Forces, or (iii) assist or be involved in the maintenance, operation or management of Anti-Social Forces by way of finance or other means;
- (7) The Applicant was determined by the Company to have been in violation of any agreements with the Company, or to have involvement with a defaulting party of any such agreements;
- (8) The Applicant has suffered any of the measures under Article 10; or
- (9) In addition to the foregoing, the Company deems the registration inappropriate.

Article 5 Changes in Subscriber Information

1. If any change is made to the Subscriber information, the Subscriber shall promptly notify the Company in accordance with the manner as prescribed by the Company.
2. The Subscriber shall consent in advance with unanimity to deem that notice from the Company has arrived in normally expected time at the physical address or e-mail address known to the Company even in the event the notice from the Company could not be received as a result of failing to meet the obligation of notification set forth in the preceding paragraph.
3. The Company shall be entitled to, upon notifying the Subscriber, discontinue the Services in the event the Company reviews the said changes and determines it to be inappropriate. The Company shall not be liable for any damages incurred by the Subscriber or any other third party in connection with such discontinuation of the Services.

Chapter 3 Services

Article 6 The Services

1. The Company provides to the Subscriber a Web Application System (the "System") intended for risk management. The Company also provides to the Subscriber, upon request of the Subscriber, the services incidental to the System including introduction support and operation



- support. Type and content of the Services provided to the Subscriber ("Content of Agreement") shall be prescribed separately.
2. The Subscriber shall use the Services upon acceptance of the following clauses.
 - (1) The possibility of problem in the Services occurring from causes not attributable to the Company, including the cases described in the respective clauses of Paragraph 1 in Article 37 Disclaimer.
 - (2) The Company shall be absolved of any responsibility concerning problem in the Services occurring from causes not attributable to the Company.
 3. The Content of Agreement for the Services shall be as specified in the confirmation of Content of Agreement, and the following matters shall not be provided to the Subscriber except when expressly added in the Content of Agreement.
 - (1) Various face-to-face responses to the User
 - (2) Response to inquiries from the User Account
 - (3) Response to inquiries concerning basic operation of User's Facility
 4. The Subscriber consents to the fact that it is permitted to use the Service pursuant to the Terms and Conditions and that it does not acquire intellectual properties or any other rights concerning the Services.
 5. The Company does not make any guarantee with regard to improvement in efficiency or quality of operation for risk management, increased access at the User Account, or any other production of results, betterment or improvement anticipated by the Subscriber in connection with the use of the Services by the Subscriber.

Article 7 Person in Charge of Use

1. The Subscriber shall designate the Person in Charge of Use of the Services in advance and notify this person to the Company, performing, as a rule, communication and confirmation with the Company concerning the use of the Services, through the Person in Charge of Use.
2. The Applicant shall be deemed to have been notified to the Company as the Person in Charge of Use.
3. There shall be no more than three persons designated as users for each subscription.
4. The Person in Charge of Use shall complete the registration of User Account in the System as the website administrator.
5. The Person in Charge of Use shall be able to comprehend Japanese as inquiries to the Company, as a general rule, is accepted in Japanese only.
6. The Subscriber shall promptly notify any changes in the Person in Charge of Use.



Article 8 Help Desk Service

1. The Company shall respond to inquiries from the Subscriber concerning the Services within the scope of the agreement.
2. Reception hours and access for the help desk shall be as determined on the Company's website.
3. Inquiries from the Subscriber to the Services are accepted solely from the Person in Charge of Use.

Article 9 User Account Registration

1. The Subscriber can register website administrator or user at the website to the extent not exceeding the number of User Accounts specified in the agreement. In such case, however, the Subscriber shall require users to observe the content of the Terms and Conditions, accept that the use by user will be regarded as use by the Subscriber, and shall assume all responsibilities for such use.
2. The Subscriber is not permitted to share a single User Account ID among plural persons except when permitted separately by the Company.
3. The Subscriber is not permitted to receive compensation for use of the System from a user except when permitted separately by the Company.

Article 10 User Account ID and Password Management

1. Users shall be responsible for strictly keeping and maintaining its password and User Account ID for the Services (including changing of password at their discretion), and may not cause a third party to use, or provide, transfer, change the name of, sell or otherwise dispose of, the same unless the website administrator discloses user ID and password to the user pursuant to this Agreement.
2. The Company shall in no event be liable for damages incurred by the Users or others arising out of inappropriate management, misuse, or use by a third party of User Account ID and password.
3. In the event a third party uses the Services using the Users' User Account ID and password, such act shall be regarded as the act of the Subscriber, and the Subscriber shall be liable for payment of fees and all other liabilities related to such use. In addition, the Subscriber shall compensate the Company for any damages incurred as a result of such act, unless User Account ID and password was used by a third party due to willful intention or gross negligence on the part of the Company.



Article 11 Facility Setup and Maintenance for Using the Services

1. The Users shall set up its facilities at its own expense and responsibility in accordance with the conditions prescribed by the Company, and maintain the environment for using the Users facilities and the Services.
2. The Users shall, when using the Services, use the telecommunication service offered by telecommunications carrier at its own expense and responsibility to connect the Users' facility to the Internet.
3. The Company shall not be held liable to provide the Services to the Users when a defect exists in the Users' facility, Internet connection prescribed in the preceding clause, and the environment for using the Services.
4. The Company is permitted to perform necessary measures including monitoring, analysis and investigation of data provided and transmitted by the Users through the Services when such measures are deemed necessary by the Company for maintenance, operation and technical reasons in relation to the Services.

Article 12 Preparation for Using the System

The Subscriber shall correctly understand the content of the Terms and Conditions and the content of the operation manual, adequately manage its user ID and password and provide necessary guidance to the users of the Services for proper use of the Services.

Article 13 Available Time of the System

The System is available 24 hours a day, every day of the year to its Users, except temporary discontinuation and shutdown of service prescribed in Article 32.

Chapter 4 Period of Use and Fees

Article 14 Period of Use

1. This Agreement shall remain effective for a period of one year starting from the first day of the month subsequent to the month in which the agreement came into effect. However, the agreement shall be renewed automatically for one year from its expiration date unless indicated otherwise by the Subscriber or the Company, no later than 30 days prior to the expiration date, and the same rule shall apply thereafter.
2. The Company is under no obligation to notify the Subscriber of the expiration date in advance.



Article 15 Minimum Period of Use

1. Minimum period of use for the Services shall be 6 months.
2. In the event the Subscriber intends to cancel the Service Agreement during the minimum period of use described in the preceding paragraph, it shall pay the amount corresponding to the fee for the remaining period after the cancellation date until the end of the nearest expiration date and the amount corresponding to its consumption tax no later than the date determined by the Company, in addition to observing the Article 39 Cancellation of the Service Agreement by the Subscriber.

Article 16 Fees and Method of Payment

1. The Subscriber shall pay such fees charged separately by the Company in writing pursuant to the method designated by the Company as compensation for the use of the Services.
2. The Subscriber shall pay for bank transfer fee, remittance charge, and any other charges.
3. Registration charge may apply at the time of signing the agreement.
4. In the event the Subscriber fails to pay the fees when due and payable, it shall be obligated to pay a default penalty at the rate of 14.6% per annum.
5. The Company shall apply any changes in payment from monthly to yearly only when the Subscriber asks for such change no later than 30 days prior to the termination of the period of use.

Chapter 5 Alerts

Article 17 Content of Alert Service

As one of the functions of the Services, the Company shall provide "SORA Natural Disaster Alert" and "SORA Risk Alert" (collectively referred to as "Alert") directly to the e-mail address of the User Account set up in advance at the time of user registration ("Alert Recipients").

Article 18 Alert Service Operation and Disclaimer

1. The Company shall provide alert to Alert Recipients. The Subscriber shall assume administrative responsibility of Alert Recipients and the Company shall not grasp information such as number, names and e-mail addresses of Alert Recipients.
2. The Alert is generated automatically by the System upon receipt of information from the information source. The Company makes no warranty of any kind with respect to integrity,



accuracy, certainty, or utility of such information. The Company nor its information provider shall in no event be held liable for any error in such information.

3. Alert Recipients shall be responsible for the use of this information. The Company nor its information provider shall in no event be held liable for any damages incurred by Alert Recipients arising out of any use of this information.
4. The Alert is subject to change in content or interruption without any notice due to change in the method of providing information by the information source among others. The Company nor its information provider shall in no event be held liable for any damages incurred by the Alert Recipient as a result of content change or interruption of alert.
5. The Alert is subject to delay in information due to timing at which information is provided by the information source and communication status of telecommunication provider. The Company nor its information provider shall in no event be held liable for any damages incurred by the Alert Recipient as a result of information delay.
6. The Company shall in no event be held liable for any disadvantage incurred by Alert Recipients in the event alert is not delivered or problem with receipt of alert including garbled message occurs as a result of causes stated below:
 - (1) When the problem is caused by the e-mail software or its reception setting used by the Alert Recipient;
 - (2) When the problem is caused by reception setup of the Subscriber at the time of user registration;
 - (3) When the problem is caused by disturbance at the telecommunications carrier.
7. Communications cost incurred for reception of alert shall be covered by the Alert Recipient.

Article 19 Alert-Related Inquiries and Treatment

1. Alert Recipients wishing to discontinue the reception of alert shall make inquiries to the Subscriber. The Company shall not accept inquiries from Alert Recipients.
2. Alert Recipients wishing to change the e-mail address to which the alert is delivered shall make inquiries to the Subscriber. The Company shall not accept inquiries from Alert Recipients.
3. Diversion of delivered alerts shall be prohibited.
4. Rights related to the content of alert are reserved by the Company and its information provider, and cannot be diverted, duplicated or altered without permission.
5. Inquiries regarding the content of alert shall be accepted from the Subscriber only, and Alert Recipient shall make its inquiries to the Subscriber



Chapter 6 Contents Provided by the Company

Article 20 Contents Provided by the Company

As one of the functions of the Services, the Company provides contents to Users through "Sompo Japan Nipponkoa Global Intelligence" and "Location--Natural Disaster Risk".

Article 21 Scope of Use for PDF Contents

Among the contents the Company provides or transmits in the Services, contents in PDF format can be redistributed (i.e. transmitted in PDF format via e-mail or provided in printed document format) among the executives of the Subscriber's company including non-Users.

Article 22 Scope of Use for Non-PDF Content

The use of non-PDF contents (e.g. information displayed on screen) provided or transmitted by the Company through the Services shall be limited to viewing by the Users unless such use has been approved by the Company.

Chapter 7 Responsibility of the Users

Article 23 Principle of Self Responsibility

1. The Subscriber shall cope with and resolve at its own responsibly and expense any damages incurred by a third party (including Users, and irrespective of their domestic or foreign origin; the same definition applies to the remainder of this article), or claims submitted by a third party, for reasons attributable to the Subscriber. The same rule shall apply to cases where the Subscriber incurs damages from a third party, or submits a claim to a third party, in connection with the use of the Services.
2. Information provided or transmitted by the Subscriber through the use of the Services ("contents") are provided under the responsibility of the Subscriber, and the Company makes no warranty with regard to their content and shall not be liable for any damages caused by it. The Subscriber shall declare and guarantee to the Company that it possesses the legal rights to register or transmit such contents, and that such contents do not infringe the rights of a third party.
3. The Subscriber shall compensate the Company for any damages incurred by the Company as a result of willful intention or gross negligence on the part of the Subscriber.



Article 24 Prohibited Actions

When using the Services hereunder, the Users may not conduct any of the following acts or any act that the Company determines to fall under any of the following:

- (1) Acts that violate any laws or regulations or are associated with criminal activity;
- (2) Acts that defraud or threaten the Company, other Users or other third parties;
- (3) Acts that are against public order and good morals;
- (4) Acts that infringe any IP rights, portrait rights, privacy rights, reputation or other rights or profits of the Company, other Users of the Services or other third parties;
- (5) Acts to transmit to the Company or other Users of the Services, any of the following or any transmissions that are determined by the Company to include any of the following;
 - excessively violent or cruel content ;
 - computer viruses or other harmful computer programs;
 - content that damage the reputation or the credit of the Company, other Users of the Services or other third parties;
 - excessively indecent content;
 - content that encourages discrimination;
 - content that encourages suicide or self-mutilation;
 - content that encourages drug abuse;
 - content including antisocial expressions;
 - content intended to disbursing information such as chain mail;
 - content that offends others;
- (6) Acts that place excessive burden on the network or system of the Services;
- (7) Acts that threaten to interrupt the operation of the Services;
- (8) Acts that access or attempt to access the system or network of the Company without authorization;
- (9) Acts impersonating as a third party;
- (10) Acts using the ID or password of other Users of the Services;
- (11) Acts of exploitation, advertisement, soliciting or marketing performed without the prior consent of the Company;
- (12) Acts of collecting information about other Users of the Services;
- (13) Acts that cause disadvantage, damage or displeasure to other Users of the Services or other third parties;
- (14) Acts that supply profit to Antisocial Forces;
- (15) Acts that directly or indirectly, evoke or facilitate acts listed in the preceding clauses; or



(16) Other acts that the Company deems inappropriate.

Article 25 Backup by the Users

1. The Company will strive for safe management of data used in the Services. However, the Users shall be responsible for backing up data in view of the fact that the Services rely on electromagnetic services using Internet communication system which is subject to inherent risk of loss, modification and destruction of data.
2. Under no circumstances shall the Company be liable any damages incurred by the Users as a result of failing to back up data mentioned in the preceding paragraph.
3. The Company shall be entitled to perform temporary backup for reasons including system security. However, such backup is not intended for maintenance of Users' data, and the Company makes no warranty with regard to such data, including its integrity, even in cases where the backup is performed in response to Users' request.

Article 26 Subscriber's Obligation for Cooperation

1. In the event of a failure in use of the Services, the Users shall without delay investigate their facility for malfunction and notify its results and the information required by the Company to the Subscriber. In turn, the Subscriber shall notify such information to the Company. The Company shall be entitled to request the Subscriber to provide the data needed for its investigation such as equipment, information and data of the Users.
2. If there is a request from the Subscriber at the time of the investigation in the preceding paragraph, the Company will conduct an investigation using the method the Company considers appropriate, and notify its results to the Subscriber.
3. In the event the investigation in the preceding paragraph finds that the failure in the use of the Services had been caused by the Services, the Company shall use its effort to remove the failure through reasonable means.

Article 27 Third Party Software/Link

1. When software owned by a third party is included as a part of the Services ("Licensed Software"), Users shall agree to, and abide by the conditions of use separately established by the said provider of such Licensed Software.
2. The Company reserves the right to disclose the Subscriber information (including personal data) to the Licensed Software provider to the extent necessary to maintain the license from the Licensed Software provider specified in the preceding paragraph, and the Users shall consent to the said disclosure.



3. In the event a part of the Services cannot be provided owing to reasons outside of the Company's control such as changes in specifications by the Licensed Software provider, the Company shall use its effort to resume the Services through reasonable means. The Company shall in no event be held liable for any disadvantage caused on the part of the Subscriber or the Users as a result of its inability to provide the Services.
4. The Company makes no warranty with regard to the content of a third party website linked from the System ("linked website") and shall not be liable for any damages caused by the use of the linked website.

Chapter 8 Responsibilities and Rights of the Company

Article 28 Duty of Due Care of Prudent Manager

The Company shall provide the Services with due care of prudent manager during the term of this Agreement.

Article 29 The Company's Maintenance Responsibility

The Company shall use its reasonable business effort to maintain the quality of the Services having the technical standard attained at the time of first providing the Services.

Article 30 Treatment of Stored Data

1. All data and information stored by the Users in the Services (the "Stored Data") will be managed by the Subscriber, and the Company shall obtain no rights whatsoever with regard to the Stored Data except for the area licensed by the Users under the Terms and Conditions.
2. The Company shall be entitled to back up the Stored Data without the consent of the customer in preparation for convenience of recovery in the event of failure or disruption of the server.
3. The Company will not access the Stored Data except when the Company determines necessary to do so for the following reasons:
 - (1) To secure safe operation of the System;
 - (2) To investigate or prevent problems concerning the Services or the System;
 - (3) To respond to request from the Subscriber to the Company with regard to the support for introduction or operation of the Services.
4. The Company will not disclose or make public any Stored Data without the consent of its customers. However, it may disclose or make public Stored Data, all or in part, without the

consent of its customers in response to request made in accordance with any laws or regulations (including requests made through inquiry form for investigation-related matters) and in cases required for legal procedures.

Article 31 Failure of Services Facilities

1. The Company shall promptly notify the Subscriber when it becomes aware of any failure in the facilities for the Services and determines that it will pose a problem for use of the Services.
2. The Company shall promptly perform repair or recovery of the facilities for the Services when it becomes aware of any failure in the facilities for the Services.
3. The Company shall order repair or recovery to the telecommunications carrier providing the telecommunications line when it becomes aware of any failure in the telecommunications line leased by the Company and connected to the facilities for the Services.
4. The Company shall use its best efforts to remove the failure through reasonable means in the event of failure in the facilities for the Services.

Article 32 Suspension and Discontinuation of the Services

1. The Company shall be entitled to, without any prior notice to the Users, suspend or discontinue the Services, in whole or in part, in the event that:
 - (1) Inspection or maintenance of the computer system for the Services needs to be performed due to urgent circumstances;
 - (2) Computers or communication lines have been disrupted due to an accident;
 - (3) The Company becomes unable to provide the Services due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damage, power blackout and other natural disasters; or
 - (4) The Company determines that suspension or discontinuation is required for other reasons.
2. The Company shall be entitled to, by giving prior notice to the Subscriber, suspend the Services for regular inspection of the facilities for the Services. The Subscriber shall notify the Users as needed.
3. The Company shall be entitled to, without any prior notice or demand to the Subscriber, suspend or discontinue the Services, in whole or in part, in the event the Subscriber falls under any clause in Paragraph 1 of Article 40 Cancellation of Service Agreement by the Company, or when the Subscriber violates this Agreement including failure to pay the use fees.
4. The Company shall not be held liable in any way for damages incurred by the Users in connection with inability to provide the Services and discontinue the Services for any of the



reasons specified in the preceding paragraphs.

Article 33 System Repair

The Company shall be entitled to perform repair of defects, as well as improvement, addition and deletion of specifications, in its own discretion. The Users shall consent to this in advance.

Article 34 IP Rights

1. Copyright of the Services has been linked or incorporated into the Services, and the Company shall retain the copyright for documents and programs that had been owned by the Company (including its contents and database) and for documents and programs newly created by the Company during implementation of the Services (including its contents and database). During the effective period of this Agreement, however, the Company shall consent to the use of such documents and programs by the Subscriber in accordance with the copyright law to the extent necessary to use the Services.
2. The contents, including documents and images, that can be posted by the Users are limited to those for which they own the required IP rights, such as copyright, or have obtained the required permission from the entitled party. The Users shall continue to retain the IP rights including copyright to the contents after registering in the Services.
3. The copyright of documents prepared jointly by the Subscriber and the Company in the execution of this Agreement shall be co-owned (at equal share) by the Subscriber and the Company, and the Subscriber and the Company shall be entitled to utilize such documents in accordance with the copyright law without obtaining the consent of the other party. However, consent from the other party through advance consultation is required when transferring its share to a third party or using it as an object of pledge, and when exercising the said joint copyright.
4. The ownership of rights pertaining to patent rights (or rights to receive patent protection), inventions, schemes and know-how generated in association with the Services ("inventions"), utility model rights and know-how (rights related to patent rights, utility model rights and know-how are hereinafter referred to collectively as "Patent Rights") shall be as follows unless indicated otherwise.
 - (1) Patent Rights generated by inventions performed exclusively by the Subscriber shall rest solely with the Subscriber
 - (2) Patent Rights generated by inventions performed exclusively by the Company shall rest solely with the Company
 - (3) Patent Rights generated by inventions performed jointly by the Subscriber and the



Company shall be shared by the Subscriber and the Company. Subscriber or the Company must obtain the consent of the other party when consenting to exploitation of the inventions pertaining to the said copyright to a third party.

5. When the Company applies the Patent Rights it has previously owned to the Services, and when Patent Rights attributable to the Company pursuant to Clause 2 in the preceding paragraph are generated and applied to the Services, the Company shall consent to the Subscriber to exploit the said Patent Rights to the extent necessary for using the Services provided that it takes place during the effective period of this Agreement.
6. The Company shall, at its own responsibility, process and resolve any dispute with a third party stemming from alleged infringement of third party's Patent Rights or copyright in connection with the Services. However, the Company shall be exempt from the responsibility of conflict resolution when such dispute originated from reasons attributable to the Subscriber, including cases where the said infringement resulted from the specifications or instructions given by the Subscriber .
7. The license for the Services based on the Terms and Conditions shall not be construed as granting of a license to the IP rights owned by the Company or the Company's licensor in connection with the Company's website or the Services.
8. The contents posted by the Users shall be available to the Company for use to the extent intended for providing the Services after applying the process deemed necessary by the Company.
9. The Users hereby agrees not to exercise moral rights against the Company or any other person that succeeds the same from the Company or a licensee thereof.

Article 35 Treatment of Contributed Ideas and Data

The Company, as a rule, will not receive ideas or opinions contributed by the Users. Despite this rule, the Company shall own all rights to ideas or opinions contributed unilaterally.

Article 36 Limitation of Liability

1. The scope of liability for damage to be borne by the Company against the Subscriber pursuant to this Agreement, for default of obligation, tort liability or any legal ground of action shall be limited to ordinary damages actually incurred by the Subscriber due directly as a result of deliberation or gross negligence on the part of the Company or to the violation of this Agreement by the Company, and the amount of damages shall not exceed the amount of consideration the Subscriber had paid to the Company during a period of 12 months from the day when the Company received a damage claim from the Subscriber. Meanwhile, the



Company shall not be liable for any damages incurred by the Users due to causes not attributable to the Company, damages originating from special circumstances and future damages and lost opportunities.

2. By assuming the responsibility prescribed in the foregoing paragraph, the Company shall not be liable to the Users for any damages incurred by the Users as a result of willful intention, gross negligence, or violation of this Agreement by the Company.

Article 37 Disclaimer

1. The responsibility assumed by the Company in connection with this Agreement shall be limited to the scope described in the Terms and Conditions irrespective of the reason, and the Company shall not be liable for any damages incurred by the Users as a result of causes stated below regardless of cause of action including default of obligation, tort liability or any legal ground of action:
 - (1) Force majeure such as natural disaster, disturbance and riot;
 - (2) Failure connection environment at the Users such as failure at Users' facility or defect in the Internet connection service to the facility for the Services;
 - (3) Reasons attributable to performance value of the Internet connection service such as response time from the facility for the Services;
 - (4) Intrusion into the facility for the Services by a type of computer virus for which the virus pattern or virus definition has not been provided from a third party by the computer antivirus software that the Company had introduced from the said third party;
 - (5) Illegal access or attack to the facility for the Services by a third party, and interception on communication path that cannot be protected even with the care of a good manager;
 - (6) Failures caused by non-compliance on the part of the Users to procedures and security measures mandated by the Company;
 - (7) Failures caused by software (OS, middleware, DBMS) and database in the facility for the Services of which the Company is not involved in manufacturing;
 - (8) Failures caused by hardware of which the Company is not involved in manufacturing;
 - (9) Failures caused by defect in telecommunication service provided by the telecommunications carrier;
 - (10) Criminal Procedure Code 218 (seizure, investigation and verification with warrant), compulsory disposition based on provision of the law pertaining to wiretapping for criminal investigation and other compulsory dispositions based on court order or laws and regulations;
 - (11) Accidents such as loss of delivered goods due to causes not attributable to the Company;



- (12) Cases related to operation of the subcontractor where the Company does not have attribution of responsibility for fault with regard to selection and supervision of such subcontractor;
- (13) Other causes not attributable to the Company.
2. The Company makes no warranty with respect to the Services, that the Services, including but not limited to any representation or warranty of fitness or suitability for particular purposes contemplated by the Users, that the Services have expected functions, commercial value, accuracy, or usefulness, that the use by the Subscriber of the Services complies with the laws and regulations applicable to the Subscriber or any internal rules established by internal organizations, and that the Services will be free of interruption or defects.
 3. The Company makes no warranty that the Services provides the contents determined to be beneficial for the Users and that its content matches the demand of the Users. While the Company will provide the Services without infringing the copyright, patent right, trade secret and trademark owned by a third party, the obligation and responsibility of the Company and the remedy available to the Users in the unlikely event that it is not fulfilled shall be limited to correction, deletion (limited to cases where the Company determines that no appropriate alternative is available), or replacement of the content of the Services or the contents, and the Company shall not be held liable for any other responsibility including compensation for damages.
 4. The Company and the subcontractor will make their best efforts to provide accurate information in providing the Services, but make no warranty of any kind and shall in no event be held liable with respect to the integrity, accuracy, certainty, or utility of such information.
 5. The Company and the subcontractor shall in no event be held liable to the Users and other third parties for the results of action taken by the Company and the subcontractor pursuant to the provisions of the Terms and Conditions, irrespective of its cause, unless such result is linked to deliberation or gross negligence on the part of the Company and the subcontractor.
 6. The Users shall resolve at its own responsibility and expense any damage incurred by the Users or third parties as a result of use of the Users' authentication information by others irrespective of deliberation or gross negligence on the part of the said Users. The Company and the subcontractor shall be exempt and compensated and shall not be held liable in any way for such damage.
 7. The Company and the subcontractor shall not be held liable for any damages resulting from loss or disappearance of personal authentication data, personal data and other data concerning the Users due to failure of equipment including facilities for the Services, system failure, disorder or disconnection of communication line and power failure, unless such loss is



- attributed to deliberation or gross negligence on the part of the Company and the subcontractor.
8. The Company and the subcontractor shall not be held liable for payment of any cost paid by the Users in connection with the use of the Services (including, but not limited to, purchase of equipment, construction or introduction of new telephone/fiber optic lines, and cost required for starting an account with Internet provider) at the time of modifying or terminating the Services.
 9. The Company and the subcontractor shall not be held liable to compensate for damages incurred by the Users in connection with: i) suspension, discontinuation, termination, unavailability or modification of the Services by the Company; ii) deletion or loss of message or information sent to the Services by the Users; iii) deletion of Users' registration; iv) loss of posted data, failure or damage of equipment caused by use of the Services; and v) other damages incurred by the Users in connection with the Services ("Users' damage"), unless such loss is attributed to deliberation or gross negligence on the part of the Company and the subcontractor.
 10. The Company and the subcontractor shall not in any way be liable for transactions, communications or disputes arising among the Users, or between the Users and other Users or third parties in connection with the Services or the website.

Chapter 9 Modification and Termination of Agreement

Article 38 Modification of Agreement

1. In the event the Subscriber wishes to modify the content of the agreement, it shall notify the content of modification to the Company using a method determined by the Company, and the Company shall determine whether or not to accept such modification. In the event the Company accepts such modification, it shall notify the changes in content of the agreement and use fees after applying the modification to the Subscriber. Following such notification, the Company shall provide the modified Services from the first day of the month after the month in which acceptance by the Subscriber was obtained or the first day of a subsequent month desired by the Subscriber.
2. The Company shall be entitled to modify the type, content, use fees and other contents of Service Agreement by notifying the Subscriber about the content of such modification to the Subscriber no later than 30days prior to termination of the Service Agreement.



Article 39 Cancellation of the Service Agreement by the Subscriber

1. In the event the Subscriber must cancel the Services, it shall be entitled to cancel the Service Agreement on the last day of the month it wishes to cancel by notifying the Company using the method designated by the Company no later than the 15th days prior to the last day of the month before the actual month in which it wishes to cancel the Service Agreement.
2. The Subscriber shall immediately pay upon arrival at the Company of the notice provided in the preceding paragraph any unpaid use fees or outstanding delay damages.
3. Cancellation shall not be permitted part way through the month.
4. No refund shall be available for use fees that have been paid.
5. The Subscriber shall download the data posted in the System as required at its own responsibility when terminating the agreement.
6. Users information subsequent to cancellation shall be handled pursuant to provisions in Article 50.

Article 40 Cancellation of the Service Agreement by the Company

1. The Company shall be entitled to delete the contents or temporarily suspend the use of the Services by the Subscriber without any prior notice or demand to the Subscriber, or cancel the Service Agreement, all or in part, in the event the Subscriber falls under one of the causes listed below:
 - (1) The Subscriber failed to comply with any of the provisions hereof;
 - (2) Any of the registration information is found to be false;
 - (3) The Subscriber underwent payment suspension or became insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar proceedings were filed against the Subscriber;
 - (4) The Subscriber has not responded to inquiries from the Company or other communications requiring its response for a period of 30 days or more (including cases where delivery failure notice is received more than once for message sent to the contact e-mail address);
 - (5) Cases falling under respective clauses in Paragraph 4 of Article 4 ;
 - (6) Other cases where the Company determines that continuation of the Service Agreement is not appropriate
2. If one or more of events specified above occurred., all amounts owed to the Company by the Subscriber shall be automatically accelerated, and the Subscriber shall immediately pay to the Company such amounts in full.
3. The Company shall not be liable for any damages incurred by the Subscriber arising out of, or

in connection with, any actions taken by the Company pursuant to this Article.

Article 41 Cancellation of Registration

1. The Company may, without prior notice or demand, delete the posted data, or temporarily suspend the use by the said Users, cancel the said Users' registration as such or terminate the Service Agreement, in the event of any of the following:
 - (1) The Users failed to comply with any of the provisions hereof;
 - (2) Any of the registration information is found to be false;
 - (3) The Users underwent payment suspension or became insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar proceedings were filed against the Users;
 - (4) Login from Users cannot be confirmed for a period of more than one year;
 - (5) The Users have not responded to inquiries from the Company or other communications requiring its response for a period of 30 days or more (including cases where delivery failure notice is received more than once for message sent to the contact e-mail address);
 - (6) Cases falling under respective clauses in Paragraph 1 of Article 40;
 - (7) In addition to the foregoing, cases where the Company determines that use of the Services, registration as Users, or continuation of the Service Agreement is not appropriate.
2. If one or more of events specified above occurs, all amounts owed to the Company by the Users shall be automatically accelerated, and the Users shall immediately pay to the Company such amounts in full.
3. The Company shall not be liable for any damages incurred by the Users arising out of, or in connection with, any actions taken by the Company pursuant to this Article 41.

Article 42 Modification of the Content of the Services

The Company reserves the right to at any time modify the content of the Services and use fees in its own discretion. The Company shall notify in advance the Subscriber of any intended modification. If the Subscriber fails to cancel the Service Agreement pursuant to Article 39 by the change date, the Subscriber shall be deemed to have agreed to such change.

Article 43 Termination of the Services

1. The Company shall reserve the right to terminate the Services at any time, in whole or in part, in its own discretion, in the event of any of the following.
 - (1) When it notifies the Subscriber no later than 90 days prior to the termination date;



- (2) When the Services cannot be provided due to force majeure such as natural disasters.
2. When terminating the Services, the Company shall determine the treatment of data posted on the System (e.g. return, deletion) through a separate discussion with the Subscriber.
3. The Company shall not be liable for any damages incurred by the Users resulting from measures taken by the Company in accordance with this Article.
4. When terminating the Services, in whole or in part, in accordance with the foregoing Article, the Company shall reimburse the Subscriber for the use fees already paid by calculating the daily pro-rate amount corresponding to the number of days the Services will not be provided due to termination.

Article 44 Transaction after Agreement Termination

1. In the event this Agreement is terminated, the Subscriber shall destroy the data immediately after the termination of this Agreement, including the operation manual that had been provided by the Company in conjunction with the use of the Services. The Subscriber is also responsible for deleting the materials stored at the Subscriber's facility.
2. In the event this Agreement is terminated, the Company shall destroy the data immediately after the termination of this Agreement, including the data posted on the Services by the Users and data provided to the Company from the Subscriber upon provision of the Services. The Company is also responsible for deleting the materials stored in the facilities for the Services.
3. The Company may retain the Subscriber information after the termination of this Agreement, but is not liable in any way to continue the retention of such information. The Subscriber's information previously provided cannot be used even when the Subscriber that had terminated the agreement re-signs an agreement for the Services.

Article 45 Survival Clause

The Subscriber and the Company shall be placed under the following obligations after the expiration or termination of this Agreement:

- (1) Matters related to Assignment of Status under the Service Agreement under Article 51;
- (2) Matters related to Governing Law, Jurisdiction and Language under Article 54;
- (3) Matters related to IP Rights under Article 34;
- (4) Matters related to Treatment of Secret Information under Article 48 shall be 3 years after termination of the agreement;
- (5) Matters related to Subscriber Information under Article 49
- (6) Matters related to Users Information under Article 50



- (7) Matters related to Limitation of Liability under Article 36
- (8) Matters related to Disclaimer under Article 37

Chapter 10 General Clause

Article 46 Notification

1. Notification from the Company to the Subscriber shall be made through a method determined to be appropriate by the Company including transmission of the content to be notified via e-mail or text, or posting on the System provided by the Company to the Subscriber.
2. When the Company provides notification to the Subscriber through e-mail transmission or posting on the System pursuant to the provision in the foregoing paragraph, the said notification shall take effect from the time of respective e-mail transmission or posting on the System.

Article 47 Subcontracting

The Company shall be entitled to subcontract the operations required for providing the Services, in whole or in part, to the Subscriber, in its own discretion, to a third party. In such case, the Company shall place the said entity designated for subcontracting ("Subcontractor") under the same obligations as those prescribed for the Company, including Article 48 Treatment of Secret Information and Article 49, Treatment of Subscriber Information, and other obligations pursuant to the Terms and Conditions in the execution of the subcontracting duty.

Article 48 Treatment of Secret Information

1. The Subscriber and the Company shall not disclose or divulge any technical or operational information or other trade information of the other party that came to be known in connection with the Service Agreement, which had been designated in writing in advance by the other party as secret information, whose scope of secrecy has been identified at the time of provision and specified as being secret information ("Secret Information ") to a third party without the written consent of the other party, unless:
 - (1) Information already in possession and not applicable to confidentiality obligation;
 - (2) Information obtained lawfully from a third party and not applicable to confidentiality obligation;
 - (3) Information developed independently and was not provided from the other party;



- (4) Information that had become publicly known before or after the receipt without violation of this Agreement;
 - (5) Information provided without designation or identification of scope or indication of it being Secret Information in accordance with this Article.
2. Notwithstanding the provision in the foregoing paragraphs, the Subscriber and the Company may disclose the information subject to disclosure pursuant to applicable laws and regulations or in response to order from competent public office to the disclosure destination pursuant to the provision in the said laws and regulations or to the said competent public office. In such cases, the Subscriber and the Company shall notify the other party about the disclosure before conducting such disclosure unless such notification is prohibited by pertinent laws and regulations.
3. The party to whom the Secret Information has been provided shall take necessary measures in managing such Secret Information.
4. The party to whom the Secret Information has been provided shall use the Secret Information provided from the other party within the scope of fulfilling the objective of this Agreement, and may duplicate or alter (hereinafter referred to collectively in this Article as "reproduce") the materials embodying the Secret Information ("materials") to the extent necessary for executing this Agreement. Under such circumstances, the Subscriber and the Company shall handle the said reproduced Secret Information in the same manner as the Secret Information provided in this Article.
5. Notwithstanding the provision in the foregoing paragraphs, Secret Information can be disclosed to the Subcontractor designated in Article 47 Subcontracting to the extent necessary for subcontract without obtaining the written prior consent of the Subscriber in the event the Company deems necessary to do so. In such case, however, the Company shall require the Subcontractor to abide by the same confidentiality obligation as that imposed on the Company.
6. The party to whom the Secret Information has been provided shall return the materials upon request from the other party (including Secret Information that has been reproduced or altered with permission from the other party pursuant to Paragraph 4 of this Article), and completely delete any Secret Information stored in the Subscriber's facility or the facility for the Services.

Article 49 Treatment of Subscriber Information

1. The Company shall manage the Subscriber information submitted by the Subscriber with the care of a good manager, and shall not use or duplicate, allow a third party to use, disclose or



divulge such information for purposes other than that of the Services without obtaining the written prior consent of the Subscriber except when provided separately in this Article or elsewhere.

2. The Company shall utilize the Subscriber's information for the following purposes:
 - (1) Provide, manage and operate the Services;
 - (2) Perform necessary communication for the use of the Services by the Subscriber ;
 - (3) Deliver campaign information, questionnaires, advertisements and other notifications related to the Services (such notifications will not be sent after receipt of communication to discontinue such notification).
3. The Company may disclose or make public the Subscriber information to a third party in the following cases:
 - (1) When disclosing Subscriber information to an information provider in cases where service offered by information provider is included in the Services, and the said Service must be studied to respond to inquiry from the Subscriber;
 - (2) When required by requests and procedures pursuant to laws and regulations;
 - (3) When required to protect the rights of the Company, Subcontractor, information providers, other subscribers or third parties;
 - (4) Other cases determined necessary by the Company.
4. In addition to the foregoing, personal information contained in the Subscriber information shall be handled pursuant to provisions in the privacy policy.

Article 50 Treatment of Users Information

1. Treatment by the Company of users information shall be subject to the provisions of our separately prescribed Privacy Policy, and the Subscriber hereby agrees to treatment by the Company of the Users' information of the Subscriber subject to such Privacy Policy.
2. The Company may, in its sole discretion, use or make public any information or data provided by the Subscriber to the Company as statistical information in a form that cannot identify an individual, and the Subscriber may not challenge or dispute such use.

Article 51 Assignment of Status

1. The Subscriber shall not assign, transfer, grant security interest in or otherwise dispose of its status under the Service Agreement or its rights or obligations under the Terms and Conditions without the prior written consent of the Company.
2. In cases where the Company has assigned the business regarding the Services to a third party, the Company may, as part of such assignment, assign to such third party its status under the



Service Agreement, its rights and obligations under the Terms and Conditions, and the Registration Information and other information relating to the Registered User, and the Registered User hereby agrees to such assignment in advance. For the purposes of this Article, the business assignment referred to above shall include, in addition to the usual form of business assignment, a split of the Company or any other form of restructuring of the Company that would result in a business transfer.

Article 52 Removal of Anti-Social Forces

1. The Subscriber shall declare that it (including its board members, executive officers, auditors, operating officers, advisers, counselors, directors, inspectors, managers, or important employees, and those governing the management and their equivalent) does not currently constitute an organized crime syndicate or a member thereof (including those that have resigned from such group less than 5 years ago), associate member of crime syndicate, crime syndicate-affiliated companies, corporate extortionists, groups engaging in criminal activities under the pretext of conducting social campaigns or political activities and crime syndicates specialized in intellectual crimes and their equivalent (hereinafter referred to generally as "Anti-Social Forces") and affirm that they will not constitute such forces in the future.
2. The Subscriber declares that any of the following matters do not apply to itself in present nor in the future:
 - (1) Anti-Social Forces are governing the management or practically involved in the management;
 - (2) Using Anti-Social Forces to manage and maintain the business;
 - (3) Involved in operation or maintenance of Anti-Social Forces through funding or repeated/continuous provision of convenience;
 - (4) Having socially reprehensible relationship with Anti-Social Forces.
3. The Subscriber declares that it will not engage in the following actions or use a third party to engage in such actions:
 - (1) Making violent demands or unjust acts exceeding legal responsibility;
 - (2) Using threatening speech and behavior or acts of violence in connection with transaction;
 - (3) Circulating rumors and using deceptions or power to damage the credit of others or interfere with their operation;
 - (4) Other acts equivalent to the above.
4. The Company may, without any prior notice, immediately cancel this Agreement in event it is found that the Subscriber has violated any of the foregoing clauses or reasonably determines that such violation exists.



5. The Company shall not be liable for any damages incurred by the Subscriber arising out of cancellation of this Agreement pursuant to the foregoing clause. Meanwhile, the Subscriber shall compensate the Company for any damages incurred as a result of such cancellation.

Article 53 Severability

If any provision of the Terms and Conditions or part thereof is held to be invalid or unenforceable under the Consumer Contract Law of Japan or other laws or regulations, the remaining parts hereof shall remain in full force and effect.

Article 54 Governing Law, Jurisdiction and Language

1. The Terms and Conditions and the Service Agreement shall be governed by the laws of Japan.
2. Any and all disputes arising out of or in connection with the Terms and Conditions and the Service Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.
3. In the event contradiction or discrepancy exists between the Japanese version of the Terms and Conditions and its other versions that have been translated into other languages, the content of the Japanese version shall prevail.

Article 55 Discussion

If matters not provided herein or doubt arises, the Company and the Subscriber shall resolve such situation through discussion in good faith. If any part of the Service Agreement is held to be invalid, effectiveness of the overall Service Agreement shall remain intact and such invalid portions shall be replaced by effective provisions that most closely resemble the purpose of the said portion.

<Contact>

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