

# oVice Terms of Use

These **oVice Terms of Use** (these “**Terms**”) set out the terms and conditions for the use of the virtual space “oVice” and various types of relevant service (collectively, the “**Service**”, including free service provided as a trial) operated by **oVice, Inc.** including its subsidiaries and affiliates (collectively, the “**Company**”). For a person or entity to use the Service, the person or entity needs to read the full content hereof and consent thereto. Any Subscriber (defined in Article 1) using the Service shall be regarded as having understood all provisions hereof and consented thereto. Other than these Terms, any additional rules, guidelines, policies, and other rules may be applied to the use of the Service. When using the Service, please also confirm those.

## Article 1 (Definitions)

1. The following terms used herein shall have the meanings set forth in the respective Items below:
  - (1) “**Subscriber**” means a person, corporation or other entity having entered into a Service Agreement concerning the Service with the Company;
  - (2) “**Service Agreement**” means an agreement concerning the use of the Service entered into between a Subscriber and the Company;
  - (3) “**Trial Period**” means a specific period in which a Subscriber may use free of charge following the time when a Service Agreement is entered into by the Subscriber;
  - (4) “**Space**” means a virtual space provided online to each Subscriber in the Service;
  - (5) “**Administrator**” means a Subscriber’s officer or employee actually using the Service (in the case where a Subscriber is an individual who operates business, including such individual);
  - (6) “**Guest**” means an individual other than Persons in Charge whom a Subscriber causes or allows to use a Space;
  - (7) “**User**” collectively means an Administrator and a Guest;
  - (8) “**Account**” means an account granted for the use of the Service, and each Administrator may register his/her Account;
  - (9) “**Avatar**” means an icon shown on a Space as the image of a User;
  - (10) “**Intellectual Property Right**” means a copyright, patent right, utility model right, trademark right, design right, or other intellectual property right (including a qualification for acquiring or applying for registration of any such right); and
  - (11) “**Website**” means a website operated by the Company (including said website after a change or alteration of its content for any reason (if any)).

## Article 2 (Outline of Service)

1. The Service is a service that enables Users to have communication between Avatars by moving Avatars on a Space online.
2. Concerning the detailed specifications, and security-related measures of the Service, please read the explanation provided in the Service, explanatory pages concerning the Service on the Website, and the Service Level Agreement (the “**SLA**”), the “[oVice Privacy Policy](#)” and the “[Information Security Basic Polices](#)” separately established by the Company. The specifications, or security-related measures of the Service may be changed by addition to functions, updating thereof or other reasons.

**Article 3 (Scope of these Terms)**

1. These Terms shall be applied to Service Agreements and any and all other relations between Subscribers and the Company concerning the use of the Service.
2. Any rules concerning the use of the Service set forth in the Service or laid down on the Website shall constitute part of these Terms.
3. If any provisions hereof, and any rules referred to in the immediately preceding Paragraph or any explanation, or other communications provided outside these Terms are contradictory to or conflict with each other, the former shall prevail unless there exists any specific stipulation to the effect that the latter prevails.

**Article 4 (Execution of Service Agreement)**

1. A person, corporation or other entity wishing to use the Service (collectively, an “**Applicant**”) may apply to the Company for the execution of a Service Agreement by submitting an application therefor in a manner designated by the Company after having consented to the content hereof and, if the Company accepts the application, a Service Agreement shall be established between the Applicant and the Company. The entity entering into a Service Agreement with an Applicant may change depending on the payment method provided in each item of Paragraph 3 of Article 13, but there is no change in the entity providing the Service and oVice, Inc. in Japan provides the Service to an Applicant.
2. An Applicant shall be required to provide the Company with accurate information concerning the Applicant necessary for the execution of a Service Agreement as specified by the Company.
3. In relation to the use of the Service, each Subscriber shall cause its/his/her Users to comply with the provisions hereof and, if any of its/his/her Users violates any provisions hereof, the Subscriber shall be liable for the violation of the User.
4. The Company may verify or screen the information set forth in the above-mentioned application of an Applicant. If through such verification and/or screening the Company considers that the Applicant falls under any of the following Items, the Company may refuse to accept the Applicant’s application for the execution of a Service Agreement. In such a case, the Company shall not be obligated to explain the reason of the refusal or compensate the Applicant for damage suffered by the Applicant due to the refusal in any respect:
  - (1) The Applicant is or threatens to be against requirements of these Terms;
  - (2) All or part of the information of the Applicant provided to the Company is false, incorrect or insufficient;
  - (3) There has ever occurred the cancellation of a Service Agreement or violation of these Terms with the Applicant;
  - (4) The Applicant is or threatens to be in violation of Article 24 (Exclusion of Anti-social Force); or
  - (5) Otherwise, the Applicant is not suitable for use of the Service.
5. If a Subscriber falls under or is found being under any Item of the immediately preceding Paragraph after the execution of a Service Agreement, the Company may, on its judgement, totally or partially restrict the subsequent use of the Service by the Subscriber or terminate the Service Agreement with the Subscriber. In such a case, the Company shall not be obligated to disclose the reason thereof in any respect.
6. If there occurs any change in the information concerning a Subscriber provided by the Subscriber to the Company, the Subscriber shall, without undue delay, notify the

Company thereof in a manner designated by the Company and provide the Company with a relevant material(s) required by the Company. If the Subscriber fails to perform the obligation and accordingly it/he/she suffers any disbenefit due to the failure, the Subscriber shall fully bear the disbenefit, for which the Company shall not be liable in any respect.

**Article 5 (Trial Period and Treatment after Termination of Trial Period)**

1. A Subscriber may use the Service free of charge during the Trial Period separately specified on condition that the Subscriber complies and causes its/his/her Users to comply with these Terms; provided, however, that in some cases, the charged option menu and other certain functions separately designated by the Company may be unable to be used during the Trial Period. With respect to Subscribers having ever entered into a Service Agreement, no Trial Period may be set.
2. When the Trial Period with a Subscriber finishes, the Subscriber may thereafter use the Service in exchange for the payment of the fee specified in its/his/her Service Agreement, through the procedure of registration of the settlement method of the fee as designated by the Company.
3. Even if a Subscriber does not perform the procedure of registration of the settlement method of fee referred to in the immediately preceding not later than the end of the Trial Period, the Subscriber may thereafter and unless the procedure of registration for the settlement method is carried out continue to use the Service free of charge. However, in such case, the Subscriber's use of the Service shall be by the minimum plan separately established by the Company and the functions available shall be significantly limited (such free use of the Service by a Subscriber is the "**Freemium Use**").
4. In the Freemium Use set forth in the preceding Paragraph, if there is no access to a Space by a Subscriber concerned for one (1) year or more, the Subscriber's Service Agreement shall automatically terminate and, thereafter, the Subscriber can use no Space, which shall be correspondingly applied to the case where the Company gives a notice of termination of a Service Agreement to the Subscriber concerned not later than one (1) month prior to the intended termination date. Paragraph 7 of Article 7 shall apply mutatis mutandis to the handling of Subscriber's data after the termination of a Service Agreement, and the Company shall not be liable for any damages incurred by the Subscriber due to measures taken by the Company in accordance with this Paragraph.
5. Each Subscriber agrees that its/his/her Service Agreement may terminate in accordance with the immediately preceding Paragraph. The provisions of Paragraph 7 of Article 7 shall apply to the case where a Service Agreement terminates based on the immediately preceding Paragraph, too.

**Article 6 (Data Transition)**

1. If a Subscriber performs the charged use of the Service or the Freemium Use after the elapse of the Trial Period, the Subscriber may continue to use the Spaces used by the Subscriber during the Trial Period (including the Accounts, Avatars and other data linked to the Spaces; the same shall apply in this Article below); provided, however, that in the Freemium Use, the available functions shall be limited as provided in Paragraph 3 of the immediately preceding Article.

**Article 7 (Contract Period for Use with Charge)**

1. If a Subscriber performs the procedure of registration of the settlement method of fee as separately designated by the Company, the effective period and the conditions for renewal of the Subscriber's Service Agreement thereafter shall be as stipulated in the paid Service Agreement.
2. The Company reserves the right to periodically check the number of a Subscriber's billable Users as stipulated in a paid Service Agreement in the preceding Paragraph. If the number of a Subscriber's Users exceeds the number stipulated in a paid Service Agreement with the Subscriber on the date of confirmation by the Company, the Company may charge the Subscriber for an additional usage fee as provided below. In the event of such billing, the Company shall calculate the number of billable Users for the excess in accordance with the Company's rules and notify the Subscriber of the additional usage fee.
  - (1) For annual payment  
After adding the number of billable Users in excess to the number of billable Users stipulated in a paid Service Agreement with a Subscriber, an additional usage fee calculated by multiplying the number of the billable Users in excess by the number of the remaining months of the paid Service Agreement may be billed in a lump sum from a month following the month in which the date of confirmation by the Company falls. In the event that the number of billable Users in excess increases thereafter, the provisions of this Item shall apply mutatis mutandis, and the reduction of the number of billable Users shall be acceptable only at the time of the renewal of a paid Service Agreement with a Subscriber.
  - (2) For monthly payment  
After adding the number of billable Users in excess to the number of billable Users stipulated in a paid Service Agreement with a Subscriber, a usage fee corresponding to the total number of such billable Users may be billed from a month following the month in which the date of confirmation by the Company falls. In the event that the number of billable Users in excess increases thereafter, the provisions of this Item shall apply mutatis mutandis, and the reduction of the number of billable Users shall be acceptable only at the time of the renewal of a paid Service Agreement with a Subscriber.
3. A Subscriber may, during the effective period of its/his/her paid Service Agreement, terminate the paid Service Agreement in a manner separately designated by the Company; provided, however, that if a Subscriber terminates its/his/her paid Service Agreement partway, the Subscriber shall not be entitled to receive the refund of the usage fee of the Service which it/he/she has already paid.
4. Unless otherwise proposed by either party to a paid Service Agreement not later than seven (7) days prior to the prescribed expiration date thereof, the paid Service Agreement shall be automatically renewed with the same terms and conditions. When a Subscriber proposes the non-renewal of its/his/her paid Service Agreement, the Subscriber shall make such proposal in a manner separately designated by the Company. If a Subscriber desires the change of its/his/her use plan or the quantity and/or types of the Spaces which the Subscriber uses based on its/his/her Service Agreement, the Subscriber may make an application for such change in a manner separately designated by the Company. In such a case, a Subscriber shall make the application on condition of agreeing the relevant terms and conditions specified by the Company and, if the Company accepts the application, a Service Agreement with the change shall be established.
5. If a Subscriber fails to pay all or part of its/his/her debts of the usage fee or others

under a paid Service Agreement concerned not later than the due dates thereof, the Company may totally or partially cancel the paid Service Agreement by notifying the Subscriber of the cancellation date and the scope of cancellation in advance and cease providing the Subscriber with the Service to an extent of cancellation. In such a case, the Subscriber shall fully bear the debt of the usage fee of the Service for the month to which the cancellation date belongs, too, and shall not be entitled to the reduction, refund of fee or similar arrangements on a per-diem basis even if the cancellation date is partway through the month. Unless otherwise stipulated, no refund or similar arrangements of the usage fee having already been paid shall be made.

6. If, after the cancellation of a paid Service Agreement by the Company based on the immediately preceding Paragraph, the Subscriber concerned pays its/his/her debts of usage fee or others in default within a period specified by the Company, the Company may, based on the Company's decision, resume the provision of the Service to the Subscriber by continuing the paid Service Agreement cancelled or by executing a new agreement under terms and conditions determined by the Company. If the provision of the Service to the Subscriber is resumed as provided above, the Subscriber shall be obligated to pay the full amount of the monthly usage fee for the month to which the date of the resumption of the Service belongs.
7. If, regardless of the cause of termination, a paid Service Agreement with a Subscriber comes to an end, the Company may, after a certain period of time, delete a Space for a Subscriber concerned. In such case, the Company may remove not only any and all Spaces, but Accounts, Avatars and other data used or retained in the Service concerned from a server and other recording media involving the Service, and each Subscriber in advance agrees that, once the Subscriber's paid Service Agreement terminates, it/he/she may no longer peruse, confirm or otherwise use such data. The Company shall not be liable to each Subscriber for any damage suffered by the Subscriber due to the removal of data by the Company provided for above.
8. Notwithstanding the immediately preceding Paragraph, Articles 17, 19 to 21 and 28 to 30 of these Terms shall survive the termination hereof.

#### **Article 8 (Acceleration)**

1. If a Subscriber fails to pay any of its/his/her debts of the usage fee or others under the Service Agreement of the Subscriber not later than the due date thereof or there occurs any of the Items of Paragraph 1 of Article 18 hereof with a Subscriber, the due dates of all of the Subscriber's obligations to the Company (not limited to the obligations hereunder or monetary obligations) shall be accelerated and the Subscriber shall need to immediately fulfill all such obligations.

#### **Article 9 (Functions of Service)**

1. Each Subscriber may use the functions of the Service and other functions set forth in the explanatory pages of the Website.
2. The Company may, on its decision, at any time change, alter, add to and so on functions of the Service.

#### **Article 10 (Registration of Account)**

1. A Subscriber may grant an Account the type and content of which the Company will separately determine to an Administrator and, if so granted, each Administrator shall register the Account in accordance with a method separately designated by the Company.

2. When an Administrator registers his/her Account, he/she shall determine and set an arbitrary password.

**Article 11 (Management of Password)**

1. When an Administrator of a Subscriber sets his/her password, he/she shall be obligated to choose a password difficult to be inferred by a third party in accordance with the requirements set forth below. If there occurs damage due to such obligation being neglected, the Company shall not be liable for the damage at all.
  - (1) Complicated password consisting of an upper-case letter(s), lower-case letter(s), figure(s) and symbol(s), or likewise;
  - (2) Unique password not used for any other website or services;
  - (3) Password not based on the Administrator's address, telephone number, birth date or other information which is easy to infer; and
  - (4) Password not based on elements or information otherwise easy to be inferred by a third party.
2. Each Subscriber shall be responsible to manage the passwords which the Subscriber's Persons in Charge have set for the use of the Service and shall not manage them in any manner that such passwords are known to a third party.
3. Any use of the Service performed with a correct password shall be regarded as the conduct of an Administrator having registered the password and, in the case where a password is used without authority due to any cause attributable to the Subscriber concerned and accordingly the Company or a third party suffers damage, the Subscriber shall be obligated to compensate the Company or the third party for the damage irrespective of whether or not the person having performed the unauthorized use of the password is an Administrator of the Subscriber.
4. Subscriber shall manage any Account at its own responsibility and shall not cause any Account to be used by a third party or lease, transfer, sell, create a pledge right or otherwise dispose of any Account.
5. In the case where the Company considers that an Account may have been used improperly including but not limited to the case where there occurs the failure of login a specified number of times or more, the Company may, at its discretion, suspend the use of the Account. In such a case, the resumption of use of the Account shall be made by the Subscriber concerned in accordance with a procedure prescribed by the Company. Even if a Subscriber suffers damage due to such suspension of use of an Account by the Company and the resultant non-usability of the Account, the Company shall not be liable to compensate the Subscriber for such damage at all except if the suspension occurs because of a cause attributable to the Company.

**Article 12 (Use of Space)**

1. Each of Persons in Charge and Guests may use a Space through being authorized to do so by a Subscriber, in a manner separately prescribe by the Company.
2. Even if there occur any incidents including a leakage of confidential information or personal information of a Subscriber or a third party through the use of the Service, the Company shall not be liable for such leakage, etc. at all except if it occurs due to a cause attributable to the Company.

**Article 13 (Fee and Manner of Payment)**

1. Each Subscriber may use the Service free of charge during the Trial Period.
2. Each Subscriber shall, during the effective period of a paid Service Agreement

concerned, pay the usage fee of the Service specified in the fee table separately established by the Company in the manner agreed in the paid Service Agreement, correspondingly to the number of Spaces usable under the paid Service Agreement and a use plan selected by the Subscriber.

3. Each Subscriber shall pay the usage fee of the Service provided for above not later than the due date specified below correspondingly to the settlement method agreed in its/his/her paid Service Agreement; provided, however, that if any manner of payment of the usage fee different from those specified below is stipulated in the paid Service Agreement or separately agreed between the parties to the paid Service Agreement, such different manner of payment shall be complied with. The transfer charge of the usage fee shall be borne by a Subscriber:
  - (1) Settlement by credit card  
Due date: Execution date of the paid Service Agreement (or, under a renewal of the paid Service Agreement, renewal date)
  - (2) Settlement by other methods (no other settlement method may be unable to be selected in some areas or under some conditions as of the time of execution of a paid Service Agreement)  
Due date: Last day of the month immediately following the month to which the starting date of the use of the Service (or, under a renewal of the Service Agreement, the renewal date) belongs.
4. The handling service concerning the payment of the usage fee of the Service online shall be provided by Stripe in accordance with the [Stripe Connect Account Agreement](#) (including the [Terms of Use of Stripe](#) and other relevant rules established by Stripe; collectively, the “**Stripe Service Agreement**”). Each Subscriber accepting these Terms shall be regarded as having agreed that it/he/she will be bound by the Stripe Service Agreement (as amended by Stripe from time to time (if any)). Each Subscriber agrees that, in order for Stripe to provide the handling service concerning the payment of the usage fee of the Service, the Subscriber will, at its/his/her responsibility, provide Stripe with accurate and complete information concerning it/him/her and the Company will obtain such information and transaction information related to the Subscriber’s use of the payment handling service of Stripe (not including the credit card information such as credit card numbers, service code, effective period and confidential authentication data).
5. The Company shall not refund any usage fee of the Service that the Company has received, except the case where a refund occurs due to a cause attributable to the Company.
6. If a Subscriber fails to pay any usage fee of the Service or other debt to the Company not later than the due date thereof, the Company may require the Subscriber to pay the delay damages therefor as calculated at the annual rate of fourteen point six percent (14.6%), covering the period from the date immediately following the due date to the date immediately preceding the date when the debt is completely paid. Such annual rate shall be also applied to a leap year on a 365-day year basis.

#### **Article 14 (Prohibited Conducts)**

1. No Subscriber may perform any of the following conduct in using the Service:
  - (1) Conduct against an applicable law or regulations or the public order and morality (including the case where a User performs such conduct in a Space, too);
  - (2) Conduct infringing an Intellectual Property Right, portrait right, privacy right, honor or other right or interest of the Company, another Subscriber or other third

- party (including but not limited to any conduct directly or indirectly causing such infringement);
- (3) Conduct transmitting to the Service any images or data infringing an Intellectual Property Right, portrait right, privacy right, honor or other right or interest of a third party;
  - (4) Conduct registering any false information when applying for the use of the Service;
  - (5) Conduct involving with a crime (including but not limited to a User performing such conduct at a Space);
  - (6) Conduct transmitting any information containing a computer virus or other hazardous computer program;
  - (7) Conduct altering without authority any information usable in relation to the Service;
  - (8) Conduct using any information provided by the Company in the Service for any purpose other than the reception of the Service;
  - (9) Reverse assembling, decompilation or reverse engineering of or other conduct otherwise altering, modifying, analyzing or other activities as to any software used in the Service;
  - (10) Conduct interfering with the operation of the Service or another Subscribers' use of the Service including but not limited to conduct sending or receiving a significantly large volume of data through the Service in a short time;
  - (11) Conduct threatening to interfere with the Company's operation of the Service;
- or
- (12) Other conduct which the Company considers inappropriate.

**Article 15 (Suspension of Service)**

1. In any case set forth below, the Company may, without giving prior notice to Subscribers, totally or partially suspend or discontinue their use of the Service:
  - (1) where such suspension or discontinuance is indispensable in terms of the maintenance of the Service or a computer system necessary for the provision of the Service or maintenance or other work of telecommunications equipment, or there occurs any disturbance with the above-mentioned items as compelling such suspension or discontinuance;
  - (2) where, due to the occurrence of any significant load, disturbance or other issues to the Service, it is objectively or in the Company's judgment difficult to ordinarily provide the Service;
  - (3) where the Company recognizes the possibility that the provision of the Service may cause any significant damage to Subscribers, third parties including but not limited to a case where the unauthorized alteration of data, hacking or others threatens to occur;
  - (4) where the provision of the Service becomes difficult as the result of the stop of telecommunications service by the telecommunications business or a domestic or foreign telecommunications carrier, power supply service by an electric power company or other utility service;
  - (5) where any state of emergency occurs or threatens to occur due to an earthquake, tsunami, typhoon, lightning strike, other act of God, war, rebellion, enactment/amendment/abolition of a law or other force majeure; or
  - (6) where the Company judges that otherwise the suspension or discontinuance of the provision of the Service is necessary.

2. The Company may terminate the provision of the Service for its own reason by giving an at least one (1) month prior notice to the Subscribers concerned. In such a case, the Service Agreements with the Subscribers shall automatically come to an end as of the date of the termination of the provision of the Service.
3. The Company shall not be liable for any damage suffered by Subscribers due to any measure taken by the Company based on this Article.

**Article 16 (Responsibility for Equipment Preparation)**

1. The preparation and maintenance of computers, software and other devices, telecommunication lines, telecommunication environment or others which are necessary for the reception of the Service shall be at the expense and responsibility of each Subscriber.
2. Each Subscriber shall, correspondingly to its/his/her environment for the use of the Service, take security measures for the prevention of infection of a computer virus, unauthorized access and leakage of information or others at its/his/her expense and responsibility. The Company shall not be involved with or responsible for each Subscriber's preparation and implementation of the using environment of the Service and security measures in any respect.
3. When a Subscriber installs any software or others on a computer or others of the Subscriber through the Service or in the manner of downloading from the Website or other manner at the start of the use of the Service or during the use of the Service, the Subscriber shall take adequate care so that there may occur no loss or alteration of information which it/he/she holds or mal-functioning, damage or others of any device of the Subscriber, and the Company shall not be liable in any respect for such loss, damage or others suffered by the Subscriber.

**Article 17 (Intellectual Property Rights)**

1. The ownership, copyrights and other Intellectual Property Rights of the Website and all programs, software, services, procedures, documents, drawings, trademarks, tradenames and others constituting the implementation environment of the Service shall belong to the Company or the individuals or entities having given their licenses to the Company. The Service and any documents, drawings and so on concerning the Service are protected by the Copyright Act and other laws and treaties concerning Intellectual Property Rights and no Subscriber or User may claim any right (including but not limited to a moral right) concerning those Intellectual Property Rights to any individual or entity. The licensing of the Service based on these Terms does not mean the assignment or licensing of any of those Intellectual Property Rights to a Subscriber or User, except as otherwise specifically provided herein.
2. The Company may cause Subscribers' names and logos to be included in the Company's online customers list, printed matter and marketing materials in electronical forms, which right Subscribers give the Company hereby. If a Subscriber desires to opt out of such provision of the right, the Subscriber should fill out a "Publicity Opting-out Form" of the Company and submit it to the Company.
3. When a Subscriber causes the Company's name and/or logo to be included in the Subscriber's online customers list, printed matter and/or marketing materials in electronical forms, the Subscriber shall comply with the "Terms of Use of ovice Logo" and the "ovice Logo Guidelines" separately established by the Company.
4. The Intellectual Property Rights of images and data transmitted by a Subscriber through the Service shall belong to the Subscriber or the individuals or entities having

given their licenses to the Subscriber. Each Subscriber transmitting images and data through the Service shall represent and warrant to the Company that the Subscriber has the Intellectual Property Rights and other titles or rights necessary for such transmission.

**Article 18 (Termination of Service Agreement and Measure for Violation)**

1. If a Subscriber falls under any of the following Items, the Company may, without giving notice or demanding correction in advance, suspend the Subscriber's use of the Service or terminate the Service Agreement with the Subscriber:
  - (1) The Subscriber violates any provisions hereof;
  - (2) It is found that the Subscriber registered any false information in the Service;
  - (3) The Subscriber uses or tries to use the Service for such a purpose or in such a manner as threatens to cause damage to the Company, another Subscriber(-ies) or other third party(-ies);
  - (4) The Subscriber interferes with the operation of the Service by whatever means;
  - (5) The Subscriber stops payments or becomes insolvent or an application for the commencement of the proceeding of bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other insolvency arrangements is filed with the Subscriber;
  - (6) The Subscriber causes a bill or check it/he/she has drawn or accepted to be dishonored or the Subscriber is subjected to a disposition of suspension of transactions with banks by a clearing house or any similar disposition;
  - (7) An application for attachment, provisional attachment, provisional disposition, compulsory execution or auction is filed with the Subscriber;
  - (8) The Subscriber is subjected to a disposition of collection of tax or public due in arrears;
  - (9) The Subscriber is deemed to be lacking in the intention to use the Service, such as a case where the Subscriber does not use the Service at all for any continuing six (6) months and gives no answer to the Company's inquiry; or
  - (10) Otherwise the Company judges that the continuation of the Service Agreement with the Subscriber is inappropriate.
2. If a Subscriber falls under any of the Items of the immediately preceding Paragraph and, accordingly, the Company terminates the Service Agreement with the Subscriber, the Subscriber may not thereafter use the Service at all including but not limited to the use of Accounts. In such a case, if the Company requires the Subscriber to abolish Accounts, the Subscriber must comply with the requirement. Furthermore, the Subscriber may no longer use, peruse and so on any data, files or other information registered in the Service.
3. The Company shall not be liable for any damage suffered by Subscribers as the result of the Company's conduct based on this Article.

**Article 19 (No Warranty and Limitation of Liability)**

1. The Service shall be provided on an as-is basis and the Company shall not give any warranty concerning the Service, including but not limited to the warranty of the suitability to a specific purpose, marketability, integrity and continuity, except as otherwise stipulated in the [SLA](#).
2. Any and all transactions, communications, disputes occurring between a Subscriber and another Subscriber, vender or other third party concerning the Service or the Website shall be dealt with or solved on the Subscriber's responsibility and the

Company shall not be involved with or responsible for them at all, except as they are brought about due to any cause attributable to the Company. If the Company is obliged to be involved with any such transactions, communication or dispute of a Subscriber, the Subscriber shall compensate the Company for the expenses and damage incurred by the Company due to the involvement (including but not limited to the attorney fees).

3. Each Subscriber shall, at its/his/her expense and responsibility, examine whether or not the Subscriber's use of the Service is contradictory to any law or regulations, rules of a relevant industry association and others applicable to the Subscriber. The Company does not warrant that a Subscriber's use of the Service is in conformity to the applicable laws and regulations, rules of a relevant industry association and others applicable to the Subscriber.
4. The Service may be operable in linkage with any outside service, system, etc., but the Company does not guarantee such linkage and, even if any such outside service, system, etc. are not available for the Service, the Company shall not be liable therefor in any respect, except as such nonavailability is attributable to the Company.
5. When there are links from the Service or the Website to other websites or links from other websites to the Service or the Website, the Company shall not be responsible for such other websites or information contained therein for whatever reason.
6. Each Subscriber shall perform the inputting, preservation, deletion and other management of data for the use of the Service on its responsibility and, when there occur any expenses, or damage to the Subscriber or third parties in relation to such acts or use of the Service, the Company shall not be liable therefor at all.
7. The Company does not guarantee the visual quality and other quality of images and data transmitted by a Subscriber through the Service and shall not owe the obligation to preserve such images and data, either.
8. The Company shall not be liable for any leakage of information and any other issues which may occur through transmission of images and data in use of the Service by a Subscriber and, if any liability is pursued against the Company by another Subscriber or a third party in relation of such leakage or other issues, the Subscriber shall compensate the Company for any and all expenses suffered by the Company because of the pursuit of liability.
9. If the Company is liable to compensate a Subscriber for damage suffered by the Subscriber because of non-application of the exemption clause hereof or others, the Company shall be liable to pay damages (including ones for the special damage, lost profit and attorney fees) to the Subscriber only within the sum total of the usage fees of the Service which the Company has actually received from the Subscriber during the period of one (1) year retrospectively counting from the time of occurrence of the damage (if there exists no such usage fees of the Service so received during such period, then the sum total of the usage fees of the Service which the Company has actually received during the contract period as stipulated in the Service Agreement concerning the Service). Each Subscriber enough understands and agrees that the Company will not provide the Service unless the Subscriber consents to the above-mentioned upper limit of damages.
10. Notwithstanding the immediately preceding Paragraph, in the case where a Subscriber is a Consumer (as defined in Article 2, Item 1 of the Consumer Contract Act), if the Subscriber suffers damage due to the Company's willful misconduct or gross negligence, the provisions of the immediately preceding Paragraph shall not be applied.

**Article 20 (Confidentiality)**

1. The term “Confidential Information” used herein means information designated as confidential and information reasonably deemed as confidential judging from the nature of the information and the situation of its disclosure, of the technical, sales, business, financial, organizational and other information of the opposite party which the Company or a Subscriber is provided or disclosed to from the opposite party in writing, orally, by a recording medium or others in relation to a Service Agreement or the Service; provided, however, that the following information shall not be included in Confidential Information:
  - (1) Information known to the public or held by the Company or the Subscriber as of the time of provision or disclosure by the opposite party;
  - (2) Information becoming known to the public after the provision or disclosure by the opposite party, through a publication or otherwise in a manner not attributable to the Company or the Subscriber;
  - (3) Information which the Company or the Subscriber legally obtains from a third party having the authority to provide or disclose it, without assuming the confidentiality obligation;
  - (4) Information which the Company or the Subscriber develops on its/his/her own not depending on any Confidential Information; or
  - (5) Information whose non-confidentiality the opposite party confirms in writing.
2. The Company and each Subscriber shall manage Confidential Information with the due care of a good manager.
3. The Company and each Subscriber shall use Confidential Information only for the purpose of the provision or use of the Service and shall not provide, disclose or divulge any Confidential Information to a third party without the opposite party’s prior written approval.
4. Notwithstanding the immediately preceding Paragraph, if the Company or a Subscriber is required to disclose any Confidential Information by an applicable law or regulations or a ruling, order, or rule of a court, government agency, financial instruments exchange or other authorities or institution having the power over the Company or the Subscriber, the Company or the Subscriber may disclose the Confidential Information to a reasonably necessary extent; provided, however, that in the case where the Company or a Subscriber discloses Confidential Information in accordance with a requirement referred to above, the party shall notify the opposite party of the disclosure promptly thereafter.

**Article 21 (Handling of Information by Subscriber)**

1. Each Subscriber represents and warrants that when, in using the Service, the Subscriber peruses, watches, listens to, obtains, analyzes, or records the content of remarks uttered by Users on Spaces, content of messages sent or received and images transmitted by Users on Spaces and the data of the state of use by Users on Spaces (including but not limited to the frequency of utterances, time of utterance, frequency of contact, time of stay, frequency of chatting and number of reactions), it/he/she will, on its/his/her responsibility, take and perform measures necessary for the compliance with the Telecommunications Business Act, the Act on the Protection of Personal Information, the Guidelines concerning the Protection of Personal Information in the Telecommunication Business, other relevant industrial guidelines established by the competent government agencies, other relevant laws and other

regulations and the Company's [Privacy Policy](#) and will not infringe third parties' right of portrait or other personal rights.

2. If a Subscriber violates its/his/her obligation provided for in the immediately preceding Paragraph, the Company shall owe no liability for any damage suffered by the Subscriber, Users and/or other third parties due to such violation and the Subscriber shall solve the matter at its expense and responsibility. Furthermore, the Subscriber shall compensate the Company for all damage and expenses caused to the Company due to such violation (including but not limited to attorney expenses).

#### **Article 22 (Contact/Notice)**

1. Any and all inquiries concerning the Service, other contacts with and notices to the Company by Subscribers, and notices of amendment of these Terms and other contacts with and notices to Subscribers by the Company shall be made in manners determined by the Company.
2. No Subscriber may make the setting for the rejection of reception of e-mail from the Company, or the like, and if any e-mail sent by the Company fails to reach a Subscriber due to such setting, non-notification of change of the Subscriber's e-mail address or other reasons, such e-mail shall be regarded as having reached the Subscriber at the time when it would normally reach the Subscriber.
3. If any e-mail sent by the Company to a Subscriber fails to reach the Subscriber's e-mail address notified of with accompaniment of an indication of error or other issues, the Company may stop the sending of e-mail to the e-mail address.
4. If, in any case referred to in the immediately preceding two Paragraphs, a Subscriber cannot receive any notice from the Company to the Subscriber and accordingly suffers damage, the Company shall not be liable to the Subscriber for such damage in any respect.

#### **Article 23 (Amendments to these Terms)**

1. In any case set forth below, the Company may amend these Terms by notifying Subscribers thereof in a manner which the Company considers appropriate (including but not limited to through e-mail), with no need to obtaining their approvals. In such a case, the Company shall not need to notify the Subscribers of the details of the amendment and each Subscriber shall on its responsibility confirm the latest content of these Terms from time to time when using the Service:
  - (1) where the amendment contributes to the general benefit of the Subscribers; or
  - (2) where the amendment is not against the purpose of Service Agreements and is reasonable in light of the need of amendment, appropriateness hereof after the amendment, content of amendment and other circumstance concerning the amendment.
2. Notwithstanding the immediately preceding Paragraph, with respect to material amendments hereof, the Company shall, not later than one (1) month prior to the effective date of these Terms after the amendment (the "**Rules after Amendment**"), post the fact of amendment, content of the Rules after Amendment and the effective date thereof on the Website or individually notify the Subscribers of them.
3. If a Subscriber is significantly adversely affected by any material amendment of these Terms, the Subscriber may, within one (1) month after the receipt of the notification thereof referred to in the immediately preceding Paragraph, notify the Company that the Subscriber has objection to the amendment.
4. If a Subscriber uses the Service without raising any objection on or after the effective

date of the Rules after Amendment or fails to notify the Company of objection to the amendment within a period provided for in the immediately preceding Paragraph, the Subscriber shall be regarded as having agreed to the amendment.

5. The Rules after Amendment shall come into effect as from the effective date designated in a notice provided for in Paragraphs 1 and 2 above of this Article; provided, however, that if a Subscriber notifies the Company of objection to the amendment in accordance with Paragraph 3 above of this Article, the terms and conditions of these Terms in force and effect immediately before the designated effective date of the Rules after Amendment shall continue to apply to the Subscriber.

#### **Article 24 (Exclusion of Anti-social Force)**

1. Each of the Subscriber and the Company warrants and covenants to the other party that none of it/he/she (with respect to a Subscriber, including its/his/her Users) and its/his/her officers and employees (including contract workers) is or will be a gang, gang member, individual or entity before the elapse of five (5) years after it/he/she ceased being a gang member, quasi-member of gang, gang-related enterprise, company extortionist (*sokaiya*), racketeer pretending a social activist, special intelligence violence group or other individual or entity analogous to any of the foregoing (collectively, “**Anti-social Forces**”) or an individual or entity falling under any of the following Items:
  - (1) An entity whose management is controlled by a Anti-social Forces;
  - (2) An entity whose management Anti-social Forces are substantially involved with;
  - (3) An individual or entity unjustly using Anti-social Forces for the purpose of realizing unjust benefit of the individual/entity or a third party or causing damage to a third party, or otherwise;
  - (4) An individual or entity having a relationship with Anti-social Forces that the individual or entity has been providing funds, or convenience to the Anti-social Forces; or
  - (5) An entity whose officer or other person substantially involved in the management of the entity has any socially condemned relationship with Anti-social Forces
2. Each Subscriber and the Company covenant that it/he/she will not by itself/himself/herself or through a third party perform any of the following conduct:
  - (1) Violently demanding conduct;
  - (2) Conduct demanding beyond legally justified degree;
  - (3) Conduct employing any menacing speech/behavior or violence with respect to transactions;
  - (4) Conduct damaging a third party’s credibility or interfering with a third party’s business operation by spreading a false rumor(s), employing fraudulent means or using force; or
  - (5) Any conduct equivalent to any of the foregoing.
3. If it is found that the opposite party or any of its/his/her officers or employees is Anti-social Forces, or falls under any of the Items of Paragraph 1 above of this Article in violation of the warranty and covenant set forth in Paragraph 1 above of this Article or has performed any conduct set forth in the Items of the immediately preceding Paragraph in violation of the covenant set forth in said Paragraph, a Subscriber or the Company may immediately terminate a Service Agreement concerned without the need to demand the correction.
4. The provisions of Paragraph 3 of Article 18 shall be correspondingly applied to the

case where the Company terminates a Service Agreement based on the immediately preceding Paragraph.

**Article 25 (Compliance with Export Laws)**

1. The Service, other technologies of the Company and their derivatives may be subject to the regulation by the export control laws and regulations of Japan, the U.S. or other nations or regions. Each Subscriber and the Company represent that it/he/she is not included in a trade ban subjects list maintained by the Japanese, U.S., and other governments. No Subscriber shall allow its/his/her Users to access or use the Service in violation of the export control laws and regulations of Japan, the U.S., or other countries or in nations or regions subject to the embargoes sanction of the Japanese, U.S., or other governments.
2. If a Subscriber or User violates the obligations in the preceding Paragraph, the Company will immediately suspend the use of the Service by the Subscriber or User and terminate the Service Agreement.
3. The provisions of Paragraph 3 of Article 18 shall apply mutatis mutandis in the event that the Company terminates the Service Agreement in accordance with the preceding Paragraph.

**Article 25-2 (Taxes)**

1. The Subscriber (including the Administrator and/or the Users. The same shall apply hereafter.) shall be responsible for paying any taxes applicable to the Services including Japanese consumption, value-added, goods and/or services and other similar taxes other than taxes based upon gross revenues or net income of the Company. Unless otherwise specifically agreed in writing between relevant parties, the Company shall not issue refunds or credits for any VAT charged to any parties and shall not be responsible for taking any actions on behalf of the Subscriber in relation to applicable taxes or other charges.

**Article 26 (Prevention of Corrupt Practices)**

1. Any Subscriber or the Company shall not have received or been provided any illegal or inappropriate bribe, rebate, payment, gift or other valuable item from an officer, employee, agent, or others of the opposite party in relation to these Terms.
2. Notwithstanding the immediately preceding Paragraph, the receipt of reasonable gifts, entertainment or other benefits in the ordinary course of transactions will be considered not to be in breach of such restriction.

**Article 27 (Entrustment to Third Party)**

1. The Company may, without obtaining Subscribers' individual approvals, entrust a third party with all or part of the tasks concerning the provision of the Service (including but not limited to the receipt of fees, support in the use of the Service and development of systems concerning the Service); provided, however, that the Company shall not provide such a third party with Confidential Information of Subscribers unless obtaining their individual approvals.
2. In the case where the Company entrusts a third party with tasks concerning the provision of the Service in accordance with the immediately preceding Paragraph, the Company shall be responsible for the selection and supervision of the third party and cause the third party to owe the same obligation as that the Company owes under

Article 20.

**Article 28 (Prohibition of Assignment of Status)**

1. No Subscriber may, without the Company's prior written approval, assign, transfer, create a security interest on or otherwise dispose of its/his/her status in a Service Agreement concerned or any of its/his/her rights or obligations hereunder to or for any third party.
2. When the Company assigns its business concerning the Service to another company, it may, as part of the business assignment, transfer its statuses in Service Agreements, its rights and obligations hereunder, Subscribers' information as contract party and other customer information to the assignee, on condition of in advance notifying the respective Subscribers thereof, to which the respective Subscribers consent by this Paragraph. The assignment of business provided for in this Paragraph includes not only the ordinary business assignment but also the company split and any other cases where business transfers.

**Article 29 (Entire Agreement and Priority)**

1. These Terms constitute the entire agreement concerning the use of the Service by a Subscriber between the Subscriber and the Company and supersede any and all past and concurrent agreements, proposals and representations involving the purpose hereof made in writing or orally.
2. The titles and headings given to the respective clauses hereof are solely for convenience and shall not affect the construal of those clauses.

**Article 30 (Severability)**

1. If the whole or part of any Article under these Terms is held invalid or unenforceable based on applicable laws and regulations, the remaining parts of these Terms or the remaining part of the provision under these Terms shall continue to be in force and effect, not affected thereby.

**Article 31 (Governing Law and Competent Court)**

1. Any and all disputes arising between a Subscriber and the Company shall be subject to the exclusive jurisdiction as a court of the first instance of the Tokyo District Court. These Terms shall be governed by and construed in accordance with the laws of Japan.

**Article 32 (Solution through Consultation)**

1. Any and all matters not provided for herein and any and all questions concerning the construal hereof shall be determined and solved as necessary promptly through the mutual consultation between the Company and Subscribers in good faith.

Established on October 1, 2020

Amended on May 19, 2021

Amended on August 9, 2021

Amended on September 8, 2021

Amended on October 20, 2021

Amended on May 1, 2022

Amended on July 10, 2022

Amended on December 20, 2022  
Amended on March 31, 2023  
Amended on September 1, 2023