

# Teachme Biz Terms of Use

These "Teachme Biz Terms of Use" (hereinafter referred to as these "Terms of Use") provide the terms of use of the service, "Teachme Biz" (including option services and if the name or content of the service is changed or modified for whatever reason, such modified service shall be included, hereinafter referred to as the "Service") operated by Studist (Thailand) Co., Ltd. (hereinafter referred to as the "Company").

## Chapter 1 General Provisions

### Article 1 (Definitions)

In these Terms of Use, the definitions of the terms listed in the following items shall be as prescribed in those items.

- (1) "Contractor(s)" means a company or other organizations such as legal entities which uses the Service upon concluding an Agreement with the Company pursuant to these Terms of Use.
- (2) "User(s)" means a person who can use the Service based on approval by the Contractor pursuant to the Agreement.
- (3) "Contracting Parties" collectively means the Contractor and the User.
- (4) "Agreement" means the agreement to use the Service concluded between Company and Contractor based on these Terms of Use.
- (5) "Registered Information" means the name, address, e-mail address, password or other information that are necessary for the Company to provide the Service to the Contractor and which are registered with the Company by the Contractor.
- (6) "Terminal Equipment" refers to the hardware such as computers, smartphones, tablets which are necessary to use the Service.
- (7) "Software" means the Software which needs to be installed in order to use some functions of the Service.
- (8) "Equipment for Service" means the computer, telecommunications facilities, other equipment and software installed by the Company as a part of providing the Service.
- (9) "Value Added Tax" means the amount of Value Added Tax imposed based on the Value Added Tax Act and the provisions of regulation related to such act, the amount of local Value Added Tax imposed based on the Local Tax Act and the provisions of regulation related to such act, and other taxes and duties which shall be borne by the Contractor at payment.
- (10) "ID" means the code used to distinguish the Contracting Parties from others.
- (11) "Password" means the code used to distinguish the Contracting Parties from others by using the combination with temporary password, formal password, and other ID.
- (12) "Contractor Content" means the data, text, photos, images, illustrations, icons, trademarks, logos, sounds, movies etc. uploaded by the Contractor in connection with the use of the Service, and such contents are owned or possessed by the Contractor.
- (13) "Public Content" means, among the Contractor Content, content which the Contractor on its own decided not to limit the scope of disclosure to Contractor, based on the method set forth by the Company.
- (14) "Viewer" means any person who views or uses the Contractor Content, regardless of whether the Agreement has been concluded or not.
- (15) "Teachme Biz Partner" means the legal entity certified by the Company as the partner in connection to providing the Service.

### Article 2 (Regarding these Terms of Use)

1. Based on these Terms of Use, Company shall provide the Service in accordance with the terms of the

Agreement, and the Contractor shall use the Service in accordance with the terms of the Agreement and shall cause the User to comply with the terms of the Agreement.

2. Company shall provide individual terms and guidelines (collectively referred to as "Individual Agreement") for the individual services provided by the Company. Individual Agreement, shall be incorporated as a part of these Terms of Use regardless of the name thereof.
3. In the event inconsistency exists between these Terms of Use and the Individual Agreement, the terms of the Individual Agreement shall prevail. Further, for matters not stipulated in the Individual Agreement, these Terms of Use shall be applied.
4. In the event all or part of some provisions of these Terms of Use and the Individual Agreement (collectively referred to as these "Terms of Use, etc.") are determined to be invalid based on laws and regulations, such decision shall not affect the validity of the parts other than such invalid part and other provisions of these Terms of Use, etc. In addition, even if a part of these Terms of Use, etc. is considered invalid or is canceled with respect to a certain Contractor, these Terms of Use, etc. shall be effective in relation with other Contractors.
5. In case Company does not exercise the rights under these Terms of Use, etc., it does not mean that Company has waived such rights.

#### Article 3 (Notice)

1. Unless otherwise specified in the Agreement, notices from Company to the Contractor shall be given by the method posted on the website operated by the Company, by sending an e-mail to the address in the Registered Information, or by other methods Company determines as proper.
2. In case Company notifies the Contractor using the methods described in the preceding paragraph pursuant to the provision set forth in the preceding paragraph, the notice to the Contractor shall be respectively regarded as effective from the time of publication on the website of the preceding paragraph, the time the email was sent, or at the time separately determined by the Company.

#### Article 4 (Amendment to these Terms of Use, etc.)

1. Company may, at its own discretion, amend these Terms of Use, etc. at any time without obtaining any prior consent of the Contractor. Unless explicit measures otherwise have been taken, conditions of the Service as provided after these Terms of Use, etc. have been amended shall be in accordance with these Terms of Use, etc. as modified.
2. When amendments are made as set forth in the preceding paragraph, Company shall notify the Contractors by posting the contents of the modified Terms of Use, etc. on the website operated by Company by the amendment date of these Terms of Use, etc., provided however that, in case Company determines that the change is minor and does not cause special disadvantage to the Contractor, the same shall not apply.
3. Unless otherwise provided by the Company, these Terms of Use, etc. as modified shall become effective as of the amendment date indicated on the modified Terms of Use, etc. which is posted on the website operated by the Company. If the Contractor uses the Service after the modification of these Terms of Use, etc. has taken effect; it is deemed that the Contractor has agreed with all terms of these Terms of Use, etc. as modified.

### Chapter 2 The Service

#### Article 5 (Contents of the Service)

1. The Service is a cloud-based service in which the Contracting Parties access the servers set up by the Company under the conditions designated by the Company by using its ID and Password (hereinafter collectively referred to as "ID, etc."). The Company grants to the Contractor non-exclusive use of the Service subject to the Contractor's compliance with these Terms of Use, etc. (including causing the Users to comply with the same).
2. Some functions of the Service require installation of the Software. During the effective term of the Agreement,

the Company grants to the Contractor non-exclusive use of the Software limited to the purpose of using the Service, subject to the Contracting Parties' compliance with these Terms of Use, etc.

3. Among the Software, the Contracting Parties may obtain the software for smartphone devices which is necessary to use the Service through application distribution service such as the App Store, Google Play which are operated by a third party (hereinafter referred to as "Distribution Service"); provided however that, the Company does not guarantee the performance, content or consistency of the Distribution Service in any way. Further, in the event the Contracting Parties are unable to obtain software for smartphone devices due to reasons such as discontinuation or suspension caused by malfunction such as defect or other reasons with respect to all or part of the Distribution Service, the Company shall assume no responsibility.
4. The type and content of the Service provided by the Company shall be as specified in the function introduction page of the Service; provided however that the Company may modify or end all or part of the Service at any time without obtaining consent from the Contractor. Further, the Contractor may not raise any objection against the measures taken by the Company, and the Company shall assume no responsibility even if the Contractor suffers any damage due to such measures.
5. The recommended environment for using the Service suggested by the Company is as specified on the function introduction page of the Service. The Contractor shall use the Service under such recommended environment.
6. The Company may change the functions, interfaces, security, availability, contents or any other information of the Service and Software (hereinafter collectively referred to as the "Update") at the discretion of the Company in order to add or improve the functions of the Service. The Company may carry out the Update under the method determined by the Company without notifying the Contractor in advance or obtaining prior consent from the Contractor; provided, however, that the Company does not assume the obligation to perform the Update, and the Company does not guarantee that the Update will maintain the function and performance of the Service as provided before the Update.
7. All intellectual property rights including patent right, utility model right, design right, trademark right, and copyright, and any other rights of tangible and intangible components (including related documents of software programs, databases, icons, images, texts etc.) constituting the Service belong to the Company or third parties who have been authorized the use of such rights by the Company. The Contractor may use the Service pursuant to these Terms of Use, etc. and the Agreement, and does not acquire the intellectual property rights or other rights related to the Service.
8. The Company may outsource all or part of the operation necessary to provide the Service to a third party at the discretion of the Company without obtaining consent from the Contractor (the entrusted party is hereinafter referred to as the "Outsourcing Company").

#### Article 6 (Service Level)

1. The Company shall provide the Service in a way which satisfies the standard (hereinafter referred to as the "Service Level") which the Company presents to the Contractors on the function introduction page of the Service.
2. The Company may change any index of the Service Level at the discretion of the Company without obtaining prior consent from the Contractor.
3. The Contractor accepts in advance that the Company may be exempt under the provisions of these Terms of Use, etc. even if the Company violates any of the indexes set forth in the preceding paragraph.

#### Article 7 (Formation of the Agreement)

1. An Applicant for use of the Service (hereinafter referred to as the "Applicant") shall apply for use of the Service (hereinafter referred to as the "Application") under the method specified by the Company.
2. The Agreement shall be formed when the Company sends the notice of acceptance by the method specified by the Company in response to the Application. Further, the Applicant shall file the Application upon acceptance of the contents of these Terms of Use, and at the time the Application is filed by the Applicant, the Company

considers that the Applicant has accepted the contents of these Terms of Use.

3. In the event the Applicant files an Application pursuant to the provisions of this Article, with respect to the conclusion of the Agreement, such Application shall be deemed to be based on the lawful and proper authorization of the applying company or other organization such as a legal entity.
4. Notwithstanding the provisions of the preceding paragraphs and other provisions of these Terms of Use, etc., the Company may not approve or may reserve approval of the Application if:
  - (1) the Applicant does not actually exist;
  - (2) the e-mail etc. sent to the Applicant by the Company cannot be delivered;
  - (3) there is a false entry, mistype or omission of information requested by the Company by the Applicant at the time of the Application;
  - (4) the Applicant has been late in payment of the service charge or has attempted to illegally escape payment in the past;
  - (5) the Applicant has had the Agreement terminated by the Company due to violation of the Agreement by the Applicant;
  - (6) the Applicant's purpose of using the Service is suspected to be the evaluation or analysis of the Service or other purposes different from the original purpose;
  - (7) the Applicant has been disposed etc. by the Company due to violation of the agreement etc. of a service operated by the Company other than the Service;
  - (8) the Applicant falls under any of the items of Article 24, Paragraph 1 or when the Applicant conducts any of the acts provided under the items of Article 24, Paragraph 2; and
  - (9) for any other reason the Company deems to be inappropriate.
5. In the event the Company does not approve the Application or reserves approval based on the provisions of the preceding Paragraph, the Company will notify the Applicant to that effect. However, the Company is not responsible for any damage suffered due to the Company not approving or reserving approval.
6. Except as provided for in Article 25, the Contractor may not cancel the Application from the time the Agreement is formed pursuant to the provisions of Paragraph 2 of this Article.

#### Article 8 (Effective Term of the Agreement)

1. The effective term of the Agreement which payment of Service Charge is not incurred shall be 30 days from the date of establishment of the Agreement as prescribed in Article 7.
2. The effective term of the Agreement which payment of Service Charge is incurred (hereinafter referred to as the "Term") shall be one year calculated from the date the use of the Service started (hereinafter referred to as "Start Date").
3. If the Contractor does not request cancellation of the Agreement to the Company in accordance with the method specified by the Company at least one month before the expiration date of the Term, the Agreement shall be automatically renewed for one year under the same terms on the day following the expiration date of the Term and such date shall be considered the contract renewal date; and shall be the same thereafter. Further, if the Agreement is renewed pursuant to the provisions of this paragraph and the Contractor intends to terminate the Agreement, it shall be in accordance with the provisions set forth in Article 25.

#### Article 9 (Principle of Self-responsibility)

1. With respect to the Terminal Equipment used by the Contractor, the telecommunication line to connect to the Service and other usage environment of the Contractor, the Contractor shall secure and maintain them at its own expense and responsibility, and the Company shall assume no responsibility.
2. The Contractor shall be responsible for use of the Service and any acts in connection to the Service (including but not limited to, registration, browsing, deletion and sending information) and the results thereof. The Company shall not assume any responsibility for such acts nor results.
3. The Contractor warrants that the Contractor Content does not infringe any intellectual property rights or other rights of third parties.

4. In the event the Contractor causes damage to a third party due to reasons attributable to the Contractor or when a claim, etc. is brought by a third party, both in connection to use of the Service, the Contractor shall handle and resolve such issue at its own cost and responsibility. The same shall apply in the event that the Contractor suffers damage by a third party in connection to use of the Service or when making complaints etc. to a third party.
5. In the event the Contractor causes damage to the Company due to reasons attributable to the Contractor (including but not limited to, violating the provisions of these Terms of Use, etc.), the Contractor shall compensate the Company for such damage.

#### Article 10 (User and Manager)

1. The Contractor shall specify the User within the scope of the Agreement and grant an ID to the User. In addition, the Contractor shall bear all responsibility for the grant of the ID to the User and use of the Service by the User.
2. In relation to the use of the Service, the Contractor shall specify the person responsible for the use (hereinafter referred to as the "Manager") from among the Users and notify the same to the Company in accordance with the method specified by the Company. Further, communication from the Contractor to the Company shall be through the Manager.
3. In relation to the use of the Service, the Contractor shall specify the person responsible in relation to the Agreement (hereinafter referred to as the "Contract Manager") from among the Users and notify the same to the Company in accordance with the method specified by the Company. Further, the Contractor shall promptly notify the Company when the Contract Manager changes.
4. The Contractor shall cause the Contract Manager to supervise compliance with these Terms of Use, etc. and shall have the Contract Manager assume the responsibility as a Contractor for the display of intention, notice and any other acts by the User.

#### Article 11 (ID and Password)

1. ID, etc. shall be granted to the User by the Contractor on its own based on the method and conditions of use specified by the Company.
2. Contracting Parties shall strictly manage the ID etc. so as to prevent unauthorized use (including but not limited to periodic change of the password).
3. In the event the Contracting Parties recognize that the ID etc. is being used wrongly or may be used wrongly, the Contracting Parties shall immediately contact the Company and follow instructions provided by the Company.
4. Contracting Parties shall not allow the third parties to use or disclose, lend, transfer, pledge or sell the ID etc. to third parties.
5. Company shall not assume any responsibility in the event the Contractor itself or a third party suffers damage due to insufficient management of the ID etc. , error in use, or by use of a third party.
6. In the event a third party uses the Service using the ID etc. of the Contracting Parties, such use shall be deemed as use by the Contracting Parties and the Contracting Parties shall pay the service charge and bear all other obligation in relation to such use. Further, if the Company suffers any damage due to such use, the Contracting Parties shall compensate such damage.

#### Article 12 (Change of Registered Information)

1. In the event the Registered Information is changed, the Contractor shall promptly notify the same to the Company. Depending on the matter changed, the Company may request the Contractor to submit materials proving such change.
2. If the notice or the like from the Company is delayed or not delivered due to lack of the notice set forth in the preceding paragraph, such notice or the like shall be deemed as delivered at the normal timing under ordinary conditions, and the Company shall not be held responsible for any damage caused to the Contractor due to

such reason.

#### Article 13 (Service Charge for the Service)

1. The service charge for the Service (hereinafter referred to as the "Service Charge") shall be as set forth in the fee page of the Service. However, the Company may revise the Service Charge at its own discretion without obtaining prior consent from the Contractor.
2. The Contractor shall, pursuant to the Agreement, pay the Service Charge specified in the fee page of the preceding paragraph as consideration for the use of the Service during the Term, together with the Value Added Tax , in accordance with the method specified by the Company. However, the initial cost shall not be applied to monthly service charge and other money to be paid by the Contractor to the Company based on the Agreement. Further, in the case of bank transfer, the remission fee shall be borne by the Contractor.
3. The Service Charge may be charged by a Teachme Biz Partner. In such case, the Contractor shall pay the Service Charge to such Teachme Biz Partner.
4. Payment deadlines for the Service Charge shall be as listed in the following items:
  - (1) Initial fee  
Initial fee shall be paid in lump sum by the end date of the month following the month of the Start Date of the Agreement.
  - (2) Monthly service charge and option fee  
Monthly service charge and option fee during the Term shall be paid in lump sum by the end date of the month following the month of the Start Date of the Agreement.
  - (3) Service Charge based on past use  
Service Charge based on past use shall be paid by the date separately designated by the Company.
5. Service Charge shall not be calculated on a pro-rate basis unless explicitly stipulated in these Terms of Use etc. regardless of the start date and end date of the Agreement.
6. In the event the Contractor does not pay the Service Charge by the prescribed payment date, the Contractor shall pay the Company the delinquent charge based on the rate of 14.6% per annum from the day following the payment due date until the actual date of complete payment.
7. Unless explicitly stipulated in these Terms of Use etc., the Service Charge shall not be refunded regardless of the cause of the termination of the Agreement, and even if the Agreement is terminated before the expiration of the Term.
8. Unless explicitly stipulated in these Terms of Use etc., the Service Charge shall not be refunded even when there is a situation in which the Service cannot be used due to interruption, suspension of provision of the Service or for other reasons, during the Term.
9. In case a dispute between the Contractor and a financial institution concerning the payment of the Service Charge arises, the Contractor shall resolve such issue under its own responsibility and burden, and the Company shall not bear any responsibility.

#### Article 14 (Suspension of Service)

1. Company may temporarily suspend all or part of the provision of the Service without prior notice to Contractor if:
  - (1) conducting regular or urgent maintenance or inspection of the Equipment for Service;
  - (2) Service cannot be provided due to fire disaster, power outage, etc.;
  - (3) Service cannot be provided due to natural disasters, such as earthquake, eruption, flood, tsunami;
  - (4) Service cannot be provided due to war, convulsion, riot, turmoil, labor dispute, etc.; or
  - (5) Company otherwise deems it necessary to temporarily suspend the Service for operational or technical reasons.
2. Unless otherwise specified in these Terms of Use, etc., Company shall not be held responsible for any damage suffered by Contractor or any other third party due to the delay or suspension of all or part of the provision of the Service for reasons provided in the preceding paragraph.

#### Article 15 (Abolition of Service)

1. Company has the right to abolish all or part of the Service at any time at its own discretion, without Contractor's prior consent.
2. Upon abolishing all or part of the Service, Company will notify the Contractor at least six months before the date of abolition. The foregoing shall not apply, if there are circumstances beyond the Company's control such as events that are unforeseen even with Company's commercially reasonable efforts, enactment or revision of laws and regulations, or natural disasters.
3. If all or part of the Service is abolished based on this Article, Company shall not be held responsible for the outcome of such abolition.

#### Article 16 (No Warranty and Exemption)

1. Company will not warrant credibility including accuracy, continuity, integrity, reliability, or utility, availability, accessibility, security protection, non-error, non-virus, quality satisfaction, compatibility to Contractor's specific purpose or for any other type of warranty, regardless of whether it is explicit or based on laws and regulations or for any other reason, unless otherwise explicitly provided in these Terms of Use, etc., and Company shall not be held responsible for any damage arising therefrom to the Contracting Parties or to any other third party.
2. Company shall not be held responsible for any damage caused to the Contracting Parties or to any other third party whether due to breach of contract, tort, or any other legal cause of action, arising out of any of the following:
  - (1) war, destabilization, revolution, riot, turmoil, terrorism, epidemic, fire, flood disaster, earth quake, natural disaster, explosion, act by government such as embargo measure, strike and other labor disputes, unavailability or instability of the internet, electric outage or any other event beyond the Company's control;
  - (2) defect of the equipment including Service's data center;
  - (3) regular maintenance and inspection or emergency maintenance and inspection of Service;
  - (4) invasion of computer virus against Equipment for Service which virus pattern or virus definition file, among others, are not provided by the third party which the Company adopts the computer virus countermeasure software from;
  - (5) unauthorized access or attack, interception on the communication path by a third party to the Equipment for Service, that is untenable even with due care of a prudent manager;
  - (6) damage caused by the malfunction of the electronic communication service provided by telecommunications carrier;
  - (7) defect of Contracting Parties' and Viewer's connection environment including malfunction of internet connection service used by Contracting Parties and Viewer;
  - (8) material defects of information terminal and hardware used by Contracting Parties and Viewer, lack in specification, and other malfunctions such as compatibility between hardware;
  - (9) material defects of operation system of information terminal and software used by Contracting Parties and Viewer, lack in specification, and other malfunctions such as compatibility between software;
  - (10) compulsory disposition based on court judgment, decision, order or law and regulation; or
  - (11) any other reason that does not arise out of an event attributable to the Company.
3. Company will not warrant that the Service is compatible with all Terminal Equipment and Contracting Parties and Viewer shall acknowledge beforehand that there is a possibility that malfunction may occur in the operation of the Service due to OS version upgrade etc. of the Terminal Equipment that is used for the Service. Company will not warrant that such malfunction will be resolved by the modification etc. by the Company in the event of such malfunction, and the Company shall not be held responsible for any damage caused to Contracting Parties or to any other third party due to such malfunction.

4. Contracting Parties and Viewer shall acknowledge beforehand that the use of all or part of the Service may be restricted due to changes etc. to these terms of use and operation policy of the Distribution Service. Company shall not be held responsible for such restriction.
5. Company shall not be held responsible for any disputes arising between Contracting Parties or Viewer and a third party due to the use of the Service or Contractor Content by Contracting Parties and Viewer.
6. Company shall not be held responsible for any damage suffered by Contracting Parties as a result of the disclosure of Contractor Content to those who are not eligible for disclosure due to unavoidable operation needs.
7. If Company is liable for damages against Contractor, Company shall only be liable for any actual, ordinary and direct damage to Contractor; provided that, the amount of liability shall be limited to the total aggregate amount of the Service Charge paid to Company by Contractor (however, it is limited to those payment made within six months from the time of damage). This paragraph applies to all damage liability the Company owes to Contractor whether due to breach of contract, tort, or for any other cause of action.

#### Article 17 (Prohibited Acts)

1. In using the Service, Contracting Parties and Viewer shall not:
  - (1) violate laws and regulations;
  - (2) violate court judgment, ruling, order or legally binding administrative action;
  - (3) violate public order and morals;
  - (4) violate the articles of the Terms of Use, etc.;
  - (5) discriminate against or slander a third party, or damage its honor or credibility;
  - (6) invade personal rights such as portrait rights, privacy rights, and publicity rights and other rights of third parties;
  - (7) prevent other Contractors from using the Service;
  - (8) attempt to analyze the source code of the Service and Software by decompiling, disassembling, reverse engineering or other methods;
  - (9) access without authorization to hardware or software making up the Service, cracking acts or other acts that poses a problem to the equipment;
  - (10) access the Service in a way that damages the Service, makes it unusable, gives an excessive burden to it, or harms it;
  - (11) use a third party's ID or attempt to obtain such ID;
  - (12) attempt unpermitted access to the Service's system or other Contractor Content;
  - (13) tamper or damage the integrity of other Contractor Content on the Service
  - (14) tamper or eliminate the content of the Service or information that can be used by the Service.
  - (15) transmit or post harmful computer programs etc. such as viruses;
  - (16) interfere with the use or operation of third party's equipment or Equipment for Service;
  - (17) interfere with the provision of the Service;
  - (18) transmit or post graphics or written documents etc. of obscenity, child pornography or child abuse;
  - (19) upload, post, transmit through e-mail or by any other method of providing unnecessary or unauthorized advertisement, promotion document, junk mail, spam, chainmail, multilevel marketing, solicitation to affiliate links;
  - (20) access the Service with the intent to measure the quality, performance, function or any other benchmark of the Service, develop competitive products or service, or with the intent to copy or duplicate the characteristic or function of the Service;
  - (21) allow a third party to use the Service with one's ID such as sharing the Service's ID with multiple legal entities and organizations (including but not limited to group companies) without the prior consent of the Company;
  - (22) use an e-mail address for the ID and Registered Information that suggests that the ID is shared by multiple members such as members of an mailing list without the prior consent of Company;



- (23) perform any act that may be categorized under the items in this paragraph or act that directly or indirectly promotes acts or similar thereto of the items in this paragraph; or
  - (24) perform any other act the Company deems to be inappropriate.
2. If Contracting Parties become aware of an act in the preceding paragraph being performed or suspects that it will be performed, Contracting Parties shall immediately notify the Company.

#### Article 18 (Protection of Contractor Content)

1. Contractor Contents' intellectual property rights such as copyright shall belong to the Contractor.
2. Without the consent of the Contractor, Company shall not:
  - (1) view or modify the Contractor Content;
  - (2) use Contractor Content other than for the Service;
  - (3) disclose Contractor Content to a third party; provided that disclosure is not requested under the provisions of laws and regulations, Stock Exchange Rules or Securities Dealers Association Rules or by public institutions such as the court, relevant authorities or investigating authorities; or
  - (4) access the Contractor Content; provided that access is not necessary for provision of the Service (including but not limited to maintenance and improvement) or for preventing or handling business or technical problems (hereinafter collectively referred to as "Provision of Service") or for supporting the use of the Service by Contractor.
3. Notwithstanding the preceding paragraph, Viewer and other third parties may freely view the Public Content and Company can view the Public Content or disclose it to third parties.

#### Article 19 (Data Backup)

1. Company does not assume the obligation to store Contractor Content and Contractor shall store necessary information at its own risk for data etc. that was entered, provided or transmitted in connection with the use of the Service.
2. Company will provide functions to store data entered and registered by Contracting Parties for the purpose of restoring the loss of Contractor Content due to breakdown, defect, erroneous operation of the equipment that provides the Service as an option service of the Service according to the contents of the Company. Notwithstanding the foregoing, Company will not warrant that all data will be stored and restored by this function.
3. Notwithstanding the preceding article, if it is necessary for the provision of the Service, Company may duplicate the Contractor Content and database that is stored within the Equipment for Service to the extent necessary for the purpose of back up for the provision of the Service.

### Chapter 3 Miscellaneous

#### Article 20 (Confidentiality)

1. Contractor nor Company shall disclose to a third party (provided that such third party shall not include an Outsourcing Company for Contractor's confidential information) technical and business information disclosed as confidential by the other party in relation to the Agreement (hereinafter referred to as "Confidential Information") without the prior consent from the other party; provided however, that the Confidential Information does not include any information that is:
  - (1) already in the receiving party's (hereinafter referred to as "Receiving Party") possession at the time of disclosure from the other party;
  - (2) already publicly known at the time of disclosure from the other party;
  - (3) became publicly known after the time of disclosure from the other party free of any breach of the Receiving Party;
  - (4) rightfully obtained from a third party, without any obligation to maintain its confidentiality after the disclosure from the other party; or

- (5) independently developed by the Receiving Party without the use of the Confidential Information.
2. Receiving Party shall not use the Confidential Information outside the purpose of the use or provision of the Service.
3. The preceding two paragraphs will not apply if Receiving Party is requested to disclose Confidential Information under the provisions of laws and regulations, Stock Exchange Rules or Securities Dealers Association Rules or by public institutions such as the court, relevant authorities, or investigating authorities. In such case, the Receiving Party must notify the other party thereof promptly after the disclosure.
4. To the extent necessary for the purpose of Article 20.2, Receiving Party may duplicate Confidential Information included in the documents, electronic medium, other tangible property and Confidential Information recorded in the electronic medium managed by the Receiving Party. In such case, Receiving Party shall manage and secure the duplicate copy the same way as the Confidential Information.
5. This article shall survive for a period of one year after the Term.

#### Article 21 (Handling of Personal Information)

Company will manage and protect Contracting Parties' personal information based on the Company's Privacy Policy.

#### Article 22 (Use of Information by Company)

Company may make or use the statistical analysis information that uses among others, Registered Information, information regarding the past use of the Service, and log data, for the purpose of improving the quality and satisfaction of the Service and Software.

#### Article 23 (Non-Assignment)

Contractor shall not assign to any third party its contractual status under the Agreement, or transfer to any third party, cause any third party to assume, pledge as collateral, or any other disposition, all or part of the rights and obligations arising from the Agreement.

#### Article 24 (Exclusion of Anti-Social Forces)

1. Contractor and Company represents and warrants that it or its officer, employee in an important position, or shareholder that has substantive influence to the business is not, and will not be in the future any of the following:
  - (1) an organized crime group, an organized crime group member, a person who used to be an organized crime group member within the past five years, an organized crime group sub-member, a corporation related to an organized crime group, corporate racketeer ["*sokaiya*"] etc., a fraudster claiming to be part of a social movement or the like, a special intelligence organized crime group, etc., or any person or organization equivalent to any of the foregoing (collectively "Crime Group Member");
  - (2) in a relationship whereby it is considered that a Crime Group Member controls the management of the party;
  - (3) in a relationship whereby it is considered that a Crime Group Member is substantially involved in the management of the party;
  - (4) in a relationship whereby it is considered that the party is unjustifiably using a Crime Group Member for the purposes of wrongfully benefitting himself, the entity, or third parties, or for the purpose of injuring or damaging third parties;
  - (5) in a relationship whereby it is considered that the party is involved with a Crime Group Member by supplying funds or other assistance; or
  - (6) in a relationship whereby a director or a person who is substantially involved in the management of the party has a socially reprehensible relationship with a Crime Group Member.
2. Neither Contractor nor Company shall, whether by itself or by using a third party, engage in any of the

following:

- (1) violent demands;
  - (2) unjustifiable demands exceeding their scope of legal responsibility
  - (3) use of threatening words or behavior, or violent behavior, in the course of transactions;
  - (4) acts of damaging the credibility of the other party or disturbing the other party's business by spreading a rumor, or using a fraudulent means of force; or
  - (5) any act similar to each of the foregoing.
3. If the other party violates any of the items in the preceding two paragraphs, the non-breaching party may accelerate any or all obligations of such other party and immediately terminate all or part of the Agreement without any procedure such as notice or demand.
  4. The non-breaching party shall not be held responsible for damage suffered by the other party due to the termination under the preceding paragraph.

#### Article 25 (Cancellation by Contractor)

1. Contractor may cancel the Agreement by notifying the Company at least one month prior to the cancellation date in accordance with the Company's designated method.
2. In the case of the preceding paragraph, Service Charge will be incurred until the expiration of the Term, and regardless of the cancellation date, it will not be prorated nor will it be refunded. If there is any unpaid Service Charge as of the expiration date of the Term, Contractor shall pay such unpaid Service Charge in full by the request of the Company.

#### Article 26 (Measures to be Taken Upon Termination or Violation of these Terms of Use, etc.)

1. If Company determines that Contractor falls under any of the following items or has the possibility thereof, Company at its own discretion, without any notice or demand to Contractor, can take measures to delete all or part of the information posted on the Service, temporary suspend or restrict the use of the Service (including rejecting the extension of the Agreement), and measures to terminate etc. the Agreement including elimination of ID to such Contractor or take voluntarily combined measures (hereinafter collectively referred to as "Suspension of Use"). Notwithstanding the foregoing, even if the Company determines that Contractor falls under any of the following items or has the possibility thereof, Company does not owe any obligation to take measures such as the Suspension of Use.
  - (1) If there is a violation of the articles in these Terms of Use, etc.;
  - (2) If any of the items in Article 7.4 applies;
  - (3) If it turns out that there is a false fact in all or part of the information provided to the Company;
  - (4) If Contractor falls into a situation of suspension of payment or insolvency, files for commencement of bankruptcy, civil rehabilitation, corporate reorganization proceedings, special liquidation or any procedure similar to the above, is subject to suspension of transactions by a clearing house, filed for order of attachment, provisional attachment, provisional disposition with Contractor being a debtor, filed for auction, subject to disposition for delinquency in the payment of taxes and other public dues or when financial conditions worsen to a level in accordance with the preceding items or there is good reason to confirm that there is a threat thereof;
  - (5) If there are fraudulent acts or any other acts of disloyalty, such as matters warrantied based on these Terms of Use, etc. are untrue;
  - (6) If Company determines that there is a threat of damaging to the Company's credibility, such as violation of laws and regulations by the Contractor or Contractor's agent, representative or employees including Users; or
  - (7) If there are reasonable grounds for Company to determine that it has become difficult for the Company to continue the Agreement.
2. If any items of the preceding paragraph apply to the Contractor, all of Contractor's obligations to the Company lose the benefit of time, and Contractor shall immediately pay the Company the full amount of its obligations.

3. Even after the Suspension of Use, Contractor shall not be released from any obligation or duty to the Company arising from the Agreement or these Terms of Use, etc.
4. Company shall not be held responsible for any damage caused to the Contractor due to the measures taken by the Company under the provisions of this Article.

#### Article 27 (Effect after Termination of Agreement)

1. Contracting Parties must immediately terminate the use of the Service upon termination of the Agreement regardless of the cause for termination and cannot use the Service thereafter.
2. In the case of the preceding paragraph, Contractor at its own responsibility shall delete the software stored in the Terminal Equipment etc. and all relating documents thereof which Contractor received from the Company upon the use of the Service (including copies of such software and documents).
3. Notwithstanding Article 19.1, even if there are data stored by Company on the Service due to the operation of the Service, if the Agreement is terminated, regardless of the cause for termination, Company will delete information regarding Contracting Parties such as Contractor Content and Registered Information (including copied data based on Article 19 but does excluding information regarding the utility results of the Service and operational log by Contracting Parties) after a certain period of time from such termination without any notice to Contracting Parties. In such case, Company shall not be held responsible for any damage caused to Contractor due to the deletion.

#### Article 28 (Governing Law)

These Terms of Use and the Agreement shall be governed by the laws of Japan.

#### Article 29 (Jurisdiction)

The Tokyo District Court shall be the exclusive court of the first instance if the need for any lawsuit arises between Contractor and Company.

Prescribed on September 1, 2018