

## Terms of Use

These Terms of Use govern your use of the Services provided by the Shareroo software (hereinafter referred to as "the Service"). Your use of the Service assumes your agreement to these Terms of Use.

### Article 1 (Definitions)

The terms used in these Terms of Use are defined as follows.

(1) the Services

the Services provided by the "Shareroo" software and related services.

(2) providers of the Services

Collective term for the parties and organizations involved in the production and operation of the Services.

(3) the Content

Collective term for text, sound, still and moving images, software programs, code, and other such content provided on the Services (including posted information).

(4) users

All who use the Services.

(5) registered users

All users who have completed registration to use the Services.

(6) ID

A string of characters that is unique to a registered user for the purpose of using the Services.

(7) Password

Passwords that are uniquely set by registered users corresponding to their IDs.

(8) personal information

Collective term for information that can be used to identify an individual, such as address, name, occupation, or telephone number.

(9) registration information

Collective term for information registered in the Services by registered users (excluding posted information).

(10) intellectual property

Inventions, devices, new varieties of plants, designs, works of authorship and other works produced by human creative activity (including laws or phenomena of nature that have been discovered or elucidated and that have industrial applicability); trademarks, trade names and other indications of goods or services used in business activities; and trade secrets and other technical or business information useful in business activities.

(11) intellectual property rights

Patent rights, utility model rights, breeder's rights, design rights, copyrights, trademark rights, and other rights pertaining to intellectual property as specified by laws and regulations or rights pertaining to legally-protected interests.

### Article 2 (Agreement to these Terms of Use)

1. Users may use the Services upon agreeing to these Terms of Use.

2. A contract governing the use of the Services in accordance with the provisions of these Terms of Use will be deemed to have been established when a user downloads the Services to a smartphone or other information terminal and applies for membership in the prescribed manner.

3. Users who are minors must obtain the consent of a party with parental authority or

other legal representative before using the Services.

4. If users who are minors use the Services by falsely representing that they have obtained the consent of a legal representative in the absence of such consent, by falsely representing that they are of legal age, or by otherwise using fraudulent means to lead others to believe that said users are of legal capacity to act, any and all juridical acts in relation to the Services are irrevocable.

5. Users who were minors at the time said users agreed to these Terms of Use and who use the Services after reaching the age of majority will be deemed to have ratified any and all juridical acts in relation to the Services.

#### Article 3 (Amendment of these Terms of Use)

1. These Terms of Use are subject to revision at any time without the consent of users, and users will accept the revised Terms of Use without objection.

2. If these Terms of Use are revised, users will be notified of the details of such revisions by the prescribed method.

3. Any revisions to these Terms of Use will take effect at the time of such notification in accordance with the provisions of the preceding paragraph.

4. Users will be deemed to have agreed to these Terms of Use as amended without objection upon their first use of the Services after said amendment of these Terms of Use.

#### Article 4 (Procedure for Becoming a Member)

1. Any parties wishing to become a member who can use the Services (hereinafter referred to as "prospective members") must agree to these Terms of Use and apply for membership in the prescribed manner.

2. Parties who have applied for membership become registered users upon acceptance of their application and completion of ID registration.

3. Registered users agree in advance to receive communication notices, advertisements, and other information via e-mail.

4. Membership applications submitted by prospective members who fall under any one of the following categories may not be approved.

I. Prospective members who apply for membership without following the specified procedures.

II. Prospective members who are parties whose membership has been terminated due to violations of these Terms of Use or related terms and conditions, etc. in the past.

III. Prospective members who are deemed to have registered through fraudulent means.

IV. Prospective members who have registered under information for a party other than themselves.

V. Prospective members generally deemed to be otherwise inappropriate for membership.

#### Article 5 (Account Management)

1. Users shall voluntarily register and manage the information they have registered for use of the Services (including email addresses, IDs, passwords, etc.; hereinafter referred to as "registered information") at their own risk. Users must refrain from allowing any third party to use registered information, or from lending, assigning, transferring, changing the name of, selling, buying, or otherwise disposing of registered information.

2. When registered information is used for the Services, it is assumed to have been used by the principal who registered for the Services, and the principal who registered for the Services will be held responsible for the results of such use and for any and all liability arising therefrom.

3. In the event providers of the Services and third parties suffer damages due to improper use of registered information, users shall indemnify the providers of the Services and third parties for such damages.

4. Users are responsible for managing their own registered information, and the providers of the Services will not be held responsible for any disadvantage or damages suffered by users whatsoever due to registered information that is inaccurate or false.

5. In the event that registered information is found to have been misappropriated or used by a third party, users shall immediately notify the providers of the Services to that effect and act in accordance with any instructions provided by the providers of the Services.

#### Article 6 (Handling of Personal Information, etc.)

Personal information and the information of users will be handled appropriately in accordance with the separately-specified Shareroo Privacy Policy.

#### Article 7 (Prohibitions)

Users are prohibited from engaging in the following conduct when using the Services. If users are found to have violated any of the prohibitions, suspension of use of the Services by such users, expulsion from membership, or other necessary action may be taken.

- (1) Conduct that infringes on the intellectual property rights of the providers of the Services or third parties.
- (2) Conduct that defames, slanders, or unfairly discriminates against or libels the providers of the Services or third parties.
- (3) Conduct that infringes on or may infringe on the assets of providers of the Services or third parties.
- (4) Conduct that causes economic damage to the providers of the Services or third parties.
- (5) Conduct that is threatening to the providers of the Services or to third parties.
- (6) Conduct that uses or triggers computer viruses or other harmful programs.
- (7) Conduct that places an excessive burden of stress on the infrastructure of the Services.
- (8) Attacks on the servers, systems, or security used for the Services.
- (9) Attempting to access the Services by any means other than through the interface provided by the Services.
- (10) Acquisition of multiple user IDs by single users.
- (11) Conduct other than the above that is generally deemed inappropriate.

#### Article 8 (Exemptions)

1. The providers of the Services will assume no liability whatsoever for any damages resulting from changes in the content, interruption, or termination of the Services.
2. The providers of the Services are in no way whatsoever involved in, and assume no responsibility for, the environment in which users use the Services.
3. the Services makes no warranties or representations that the Services will be suitable for the specific purposes of users; that the Services will have the expected functions, merchandise value, accuracy, and usefulness; that the use of the Services by

users will conform to any laws and regulations or internal rules etc. of any industry organization that are applicable to users; and that no malfunctions will occur.

4. Users acknowledge in advance that the Services are not guaranteed to be compatible with all information terminals, and malfunctions in the operation of the Services may occur due to OS upgrades, etc., of the information terminals used to use the Services. In addition, users acknowledge that any program modifications, etc. made in the event of such malfunctions do not guarantee that such malfunctions will be eliminated.

5. Users acknowledge in advance that the use of the Services may be restricted in whole or in part due to changes in the terms of service and operating policies of stores from which the Services are obtained such as AppStore, Google Play, etc.

6. The providers of the Services shall assume no liability whatsoever for any damages suffered by users that are directly or indirectly attributable to the use of the Services by said users.

7. The providers of the Services shall assume no liability whatsoever for any lost opportunities, business interruptions, or any other damages (including indirect damages and lost profits) suffered by users or other third parties, even if advance notification of the possibility of such damages had been provided.

8. The provisions set forth in Paragraph 1 through the preceding paragraph inclusive shall not apply in the event that the providers of the Services are willful or grossly negligent or that the contract falls under the category of a consumer under the Consumer Contract Act.

9. Even if the preceding paragraph is applicable, the providers of the Services shall assume no liability whatsoever for damages suffered by users as a result of acts of negligence (excluding gross negligence) arising out of special circumstances.

10. In the event that the providers of the Services are liable for damages in association with the use of the Services, the providers of the Services shall be liable for damages up to the amount of usage received from users in the month in which the relevant damages occurred.

11. The providers of the Services will assume no liability whatsoever for disputes and problems that may arise between users. In the event of a problem that arises between users, both parties to such dispute shall be responsible for resolving the problem and shall not make any claims whatsoever against the providers of the Services.

12. In the event that users cause other users to suffer damages or have disputes with third parties in association with the use of the Services, users shall compensate for such damages or resolve such disputes at their own expense and responsibility, and shall do so in a manner that does not cause any inconvenience or damages whatsoever to the providers of the Services.

13. In the event that a claim for damages, etc. is made by a third party against the providers of the Services as a result of the actions of users, such users will resolve the issue at their own expense (attorney's fees) and responsibility. In the event that the providers of the Services have paid compensation for damages to third parties that have made such a claim, said users will pay the providers of the Services any and all expenses including compensation for damages, attorney's fees, and lost profits.

14. In the event that users cause damages to the providers of the Services in association with their use of the Services, the users shall compensate the providers of the Services for the damages (including legal costs and attorney's fees) at their

expense and responsibility.

#### Article 9 (Publication of Advertisements)

Users understand and agree that the Services may contain advertisements of any kind. In addition, users acknowledge that the form and scope of advertisements appearing on the Services may change from time to time.

#### Article 10 (Prohibition of Assignment of Rights)

1. Users must refrain from assigning their status under these Terms of Use and their rights or obligations under these Terms of Use in whole or in part to any third party without the prior written consent of the providers of the Services.
2. The providers of the Services may, at their own discretion, assign in whole or in part the Services to a third party, in which case the users' rights to the Services, including the users' accounts within the scope of the rights assigned, shall be assigned to the assignee.

#### Article 11 Separability

If any provision of these Terms of Use or any section thereof is determined to be invalid or unenforceable pursuant to the Consumer Contract Act or other laws, ordinances, etc., the remaining provisions of these Terms of Use and the remaining sections of the provisions that are determined to be invalid or unenforceable in part will remain in full force and effect.

#### Article 12 (Communications)

Any communications or inquiries from users regarding the Services will be made by submitting an inquiry form to be placed at the appropriate location indicated in the Services, or by a separately designated method.

#### Article 13 (Governing Law and Court of Jurisdiction)

1. The validity, interpretation and performance of these Terms of Use shall be governed by and construed in accordance with the laws of Japan.
2. Any controversy, lawsuit, or other such dispute between the providers of the Services and users, etc. shall be subject to the exclusive jurisdiction of the Tokyo Summary Court or the Tokyo District Court, depending on the monetary amount in controversy.

Effective August 1, 2019