Terms and Conditions of Service

This Terms and Conditions of Service (hereinafter refer to "this T&C") shall be applied in terms of the use of Apeos Cloud Extension (which are the Service provided for in Item 4 of Article 1 (Definitions) of this T&C; hereinafter referred to as the "Service").

Chapter 1 Definitions

Article 1 Definitions

The meanings of the respective terms used herein shall be as follows:

(1) "Customer" means a person or company that agrees to the provisions of this T&C and uses the Service;

(2) "Service Agreement" means an agreement concerning the use of the Service as entered into between a Customer and the Service Provider in the manner stipulated in Article 2 (Execution of Service Agreement) hereof with respect to the terms and conditions for the use of the Service (including but not limited to this T&C);

(3) "Company" means FUJIFILM Business Innovation Corp., a Japanese corporation being the developer, planner and manufacturer of the Service whose principal office is located at 9-7-3 Akasaka, Minato-ku, Tokyo, Japan.

(4) "Service" means Apeos Cloud Extension as provided by the Service Provider to Customers. The details of the Service shall be specified in the manuals, instructions and any other related documents provided by the Company or the Service Provider ("Related Documents").

(5) "Service Provider" means the Company or a sales company designated by the Company which will provide the Service to Customers as specified in the Service Agreement with the respective Customers.

(6) "Reseller" means a company selling to Customers the right to use the Service based on a relevant agreement with the Service Provider. The Reseller is not the Service Provider.

(7) "Administrator" means the relevant Administrator appointed by a Customer as provided for in Article 14.2 (Management of User) hereof.

(8) "User" means any employee of the Customer or any other individual designated by the Customer who is authorized to use the Service under this T&C.

(9) "Multifunction Device" means a multifunction device manufactured by the Company on which the software required for use of the Service is installed.

(10) "Tenant" means the aggregate of online data which assembles the User management data, User group management data, Multifunction Device management data, information of the

use of Multifunction Devices, management data of MIB (Management Information Base) of Multifunction Devices or printers manufactured by a company other than the Company and other data handled by the Service.

(11) "Recognized User" means a person or company who is recognized as a Customer's affiliate (a company having any continuing relationship of contribution, human resources, funds, technology, etc. with the Customer) or a Customer's trade connection (a person or company having any continuing contractual relationship with the Customer such as a supplier or purchaser) by the Service Provider and whose use of the Service is approved by the Service Provider.

(12) "External Service" means any service other than the Service that is used together with the Service, including plug-ins that extend the functions of the Service and services that may be integrated with the Service, as described in the Related Documents.

(13) "External Service Provider" means a person or company having the full right and authority to provide External Service.

Chapter 2 Execution of Agreement

Article 2 Execution of Service Agreement

1. A Service Agreement shall be executed between a Customer and the Service Provider when a Customer submits a written application form (including an electromagnetic means) for the use of the Service designated by the Service Provider which is referred to this T&C with the Service Provider directly or through a Reseller and the Service Provider sends out a notice of approval of the application to the Customer in a manner prescribed by the Service Provider. A Customer shall submit such an application upon acceptance of this T&C and the Company shall regard the Customer as accepting those terms and conditions at the time of submitting of the application.
2. When a Customer purchases the right to use the Service through a Reseller of the Service Provider, the provisions of this T&C which stipulate that a Customer should pay the Service Fee to the Service Provider shall be applied reading such payment as payment to the Reseller.
3. If the Service Provider approves in writing or any other prescribed manner in advance, a Customer may allow a Recognized User to use the Service. In such a case, the Customer shall be obligated to cause the Recognized User to fully comply with the same obligations as those imposed on the Customer hereunder except for any obligations that are reasonably and clearly excluded from applying to such Recognized Users, such as the obligation to pay the Service Fees and the Recognized User's use of the Service shall be deemed to be the Customer's use and the Customer shall be responsible for the Recognized User's compliance with such obligations.

4. If the Service Provider judges that an applicant for the use of the Service falls under or is likely to fall under any of the following Items, the Service Provider may refuse to accept the application for the use of the Service by the applicant.
   (1) There is any falseness, misrepresentation, omission or blank section with the information provided by the applicant in application for the use of the Service;
   (2) There was any violation of the contracts by the applicant in the past in use of the Service or other Service provided by the Service Provider;
   (3) There is a history of delay in payment or non-payment of the Service Fee, etc. by the applicant with respect to the Service or other services provided by the Service Provider;
   (4) There is a history of the applicant being subjected to suspension or cancellation of the qualification for use of the Service or other services provided by the Service Provider;
   (5) With respect to a credit card or bank account designated by the applicant in applying for the use of the Service, the applicant is under a disposition of stop of use, etc. by a credit card company, receiving agent, financial institution, etc.;
   (6) The Service Provider reasonably judges, in its sole discretion, that the applicant's application for the use of the Service is lacking in the real intention to use the Service, including an inappropriate or illicit application; or
   (7) The Service Provider reasonably judges, in its sole discretion, that it is not appropriate to accept the application of the Applicant.

Chapter 3 Service

Article 3 Use of Service

1. Each Customer may access and use the Service on condition of complying with this T&C.
2. Each Customer shall use the Service in the country or region where the Customer purchases the Service. When a Customer uses the Service, on its responsibility, outside the country or region where the Customer purchases the Service, the Customer must comply with all applicable laws and regulations (including but not limited to ones related to the technical management or export control). Each Customer shall agree that the Company and the Service Provider will not be liable for any damage suffered by the Customer due to the Customer's use of the Service in such an outside country or region and, if the Company or the Service Provider suffers damage due to the Customer's use of the Service in such an outside country or region, the Customer shall compensate the Company or the Service Provider for the damage.

Article 4 Use of External Service

1. When a Customer uses any External Service together in using the Service, the Customer shall on its responsibility perform the procedure for use of such External Service designated by the External Service Provider concerned and comply with the relevant use rules and other conditions

for use of the External Service laid down by the External Service Provider.

2. Each Customer using External Service shall comply with the directions of the relevant External Service Provider concerning the specification, restrictions on use and other aspects of the External Service. Each Customer using External Service shall use them on his/her/its judgment and responsibility and the Company or the Service Provider shall give no guarantee and assume no responsibility to the Customer in relation to the External Service.

Article 5 Required Environments for Use

1. Each Customer may be required to meet certain specific technical requirements for using the Service, such as hardware devices, Internet access, software, and cloud environments designated by the Service Provider. For details regarding these requirements, please refer to the Related Documents.

   Such technical requirements include the environment after regular updates and renewals, which may affect the quality of the Service. Each Customer shall fulfill these requirements and ensure cybersecurity (as defined in the Cybersecurity Act 2018) at their own expense and responsibility. The Customer agrees that neither the Company nor the Service Provider shall bear any responsibility for the Customer's fulfillment of these technical requirements.

2. Where applicable, each Customer may log in to the Service using authentication information from an External Service through ID collaboration between the External Service and the Service; provided, however, that the Company and the Service Provider do not guarantee the usability of the Service via the External Service. If the Service becomes unavailable for any reason attributable to the External Service, neither the Company nor the Service Provider shall be liable for such unavailability.

Article 6 Contact point for inquiries

The Service Provider shall notify the Customer of the contact point for inquiries regarding the Service by posting such information on the website for the Service or by such other means as the Service Provider may designate from time to time.

Article 7 Interruption and Suspension of Service

1. In any of the following cases, the Service Provider may temporarily suspend the provision of the Service without the need to give prior notice to or obtain approval of Customers:
   (1) Case where any equipment, machine, tool or software set by the Service Provider for the provision of the Service (hereinafter collectively referred to as the "Equipment, etc. for Service") breaks down and requires maintenance;
   (2) Case where such suspension of the Service is unavoidable due to any operational or technical reason;
   (3) Case where the Service Provider cannot provide the Service due to any cause occurring in the infrastructure used by the Service Provider such as the communication line or power

supply or in the cloud environment in which the Service are operated;

(4) Case where the Service cannot be provided due to any cause attributable to External Service; or

(5) Case where the Service cannot be provided due to any force majeure such as an act of God, war, acts of terrorism, riots, labor disputes, administrative measures, infectious disease or endemic.

2. The Service Provider may temporarily suspend the provision of the Service by giving prior notice to Customers in order to perform the regular inspection of the Equipment, etc. of Service.

3. Even if the provision of the Service is totally or partially suspended on the basis of this Article and therefore Customers or third parties suffer damage, the Service Provider shall not be liable for such damage at all. In addition, in such a case, no Service Fee already paid by Customers shall be refunded by reason of such suspension of the Service.

Article 8 Change in Service

The Service Provider may make changes in the provision of the Service, such as the provision of additional Service and reduction of Service. When making any change in the provision of the Service, the Service Provider shall, reasonably prior to the implementation thereof, make the contents of the Service after the change generally known by means of posting on a website concerned, etc. or individually notify Customers with reasonable prior notice when making changes to the content of the Service; provided, however, that in cases where change in the provision of the Service does not disadvantage to Customers, where such change is necessary in emergency, where the modification is made at the direction of an External Service Provider or where such change is otherwise required by a compelling reason such as compliance with an applicable law, the Service Provider may make change in the provision of the Service without prior notice.

Article 9 Subcontract of Service

The Service Provider shall be entitled to fully or partially subcontract the provision of the Service to a third party; provided, however, that the Service Provider shall not be exempted from its responsibility to Customers hereunder by such subcontract.

Chapter 4 Service Fee and Payment

Article 10 Service Fee and Payment

Each Customer shall, subject to invoicing by the Service Provider, pay the fee for the Service which amount shall be agreed in the Service Agreement between the Customer and the Service Provider (hereinafter referred to as the "Service Fee") in such a manner and on such a payment date as specified in an invoice or separately agreed between the Customer and the Service Provider. The consumption taxes and the remittance charge concerning the Service Fee shall be borne by the Customer.

Chapter 5 Effective Period

Article 11 Effective Period

The Customer shall be entitled to use the Service upon completion of the procedures for commencing use designated by the Service Provider. The term of use of the Service shall be as specified in the e-mail issued by the Service Provider to the Customer following completion of such procedures.

Article 12 Termination of Service

1. Termination of Service Agreement by Customer:

   The Customer may terminate its use of the Service at any time by deregistering all Multifunction Devices and extension options for the Service registered in the Tenant. Upon completion of such termination procedure, the Service Agreement shall terminate automatically. For the avoidance of doubt, termination of the Customer's use of the Service shall not relieve the Customer of any obligation to pay any outstanding Service Fees. In addition, except as expressly provided in this T&C, no Service Fees paid by the Customer prior to such termination shall be refunded.

2. Termination of Service Agreement by Service Provider:

   In any of the following cases, the Service Provider may fully or partially terminate the Service Agreement with a Customer at any time:

   (1) The Customer violates the Service Agreement or performs any conduct clearly showing that the Customer has no intention to or cannot comply with the Service Agreement;

   (2) The Customer fails to pay the Service Fee not later than the due date thereof;

   (3) The Customer is subjected to an application for attachment, provisional attachment, provisional disposition, auction, bankruptcy proceeding, civil rehabilitation proceeding, special liquidation proceeding, corporate reorganization proceeding, specified mediation proceeding or other insolvency proceeding or a disposition for collection of taxes or public charges in arrears;,

   (4) The Customer causes a bill or check drawn or accepted by the Customer to be dishonored or otherwise there occurs an event causing the Customer’s credibility to be significantly impaired;

   (5) The Customer directly or indirectly causes any significant interference to the Company, the Service Provider or a third party (including but not limited to destruction of equipment, data, etc.) in relation to the use of the Service;

   (6) The Service Provider or the Company is obligated to terminate the provision of the Service to a Customer by an applicable law or regulations (including the case where the provision of the Service to the Customer becomes illegal);

   (7) The Service Provider or the Company decides on fully or partially stopping the provision of

the Service (including but not limited to the case where on account of amendment of an applicable law, it actually becomes difficult to continue the provision of the Service in a country or region where the Customer is located, or where the original provider for the Service decides to terminate provision of the service); or

(8) The Service Provider, in its sole discretion, reasonably judges that the continuation of the provision of the Service to the Customer is inappropriate.

3. Suspension of provision of the Service by the Service Provider:

In the case of Item (1) or (2) of the immediately preceding Paragraph, the Service Provider may fully or partially suspend the provision of the Service to the Customer based on its judgement, without the need to give a prior notice to or demand the correction of the Customer;

4. Termination of Service:

The Service Provider may terminate the provision of Service. In such a case, the Service Provider shall notify Customers thereof not later than six (6) months prior to the termination date and may put an end to the Service Agreements as of the termination date of the Service. The Service Provider shall refund to the Customers such amounts of the Service Fee already paid by the Customers as correspond to the periods in which the Service are not provided due to the termination.

Article 13 Effects of Termination

1. Upon termination of the Service Agreement for any reason, the Service Provider shall disable the Customer's access to the Service and, if any data or other information remains in the Service, delete such data and information. Notwithstanding the foregoing, if the Customer subscribes to another service provided by the Company that uses the same tenant as the Service (the "Other Service"), the Company may retain the Service settings, Multifunction Device's information, and other information necessary for the provision of the Other Service for so long as the agreement for the Other Service remains in effect.
2. The Customer shall, at its own cost and responsibility, back up or transfer the Customer-Originated Data to its own storage device by the termination of the Service Agreement.

Chapter 6 Customer's Responsibility Accompanying the Use of Service

Article 14 Management of Users

1. Each Customer shall make the contents of this T&C known to Users and cause them to comply with the obligations hereunder and be responsible for Users' conduct and the results caused by Users.
2. Each Customer shall appoint the Administrator bearing the roles set forth below. If a Customer appoints or changes the Administrator, the Customer shall notify the Service Provider of the name and email address of the appointed or succeeding Administrator.

Registration, management and deletion of IDs allotted to the Customer's Users using the Service (hereinafter referred to as "User IDs");

(1) Communication with the Service Provider;

(2) Management of Tenant;

(3) Management of Users; and

(4) Management of Multifunction Devices.

3. The responsibility for the use, management and security maintenance of User IDs and relevant passwords shall be borne by each Customer.

4. One User ID shall be allotted to and used by only one User and may not be shared by two or more Users.

5. Except as provided in paragraph 2 of this Article, each Customer shall acknowledge and agree that User ID and passwords must not be disclosed, assigned, lent, rented, exchanged or shared and manage so that the Administrator and Users may not disclose, assign, lent, rent exchange or share User IDs or passwords to or with any third parties.

6. Each Customer acknowledges the Service Provider shall regard any person using a valid User ID and password as an authorized User. In the event that a third party accesses or uses the Service using such credentials, the Customer shall pay or fulfill all Service fees and other obligations to the Service Provider for such use. Neither the Company nor the Service Provider shall bear any responsibility for damages arising from the management or misuse of User IDs and passwords, or from their use by third parties.

7. Each Customer agrees that, if the Administrator of the Customer deletes a User ID, the Company or the Service Provider will delete the account of the User concerned as the result of the Administrator's act. Even if such conduct of the Company or Service Provider to delete the account of a User causes damage to the User or Customer, neither the Company nor the Service Provider shall be liable for the damage at all.

Article 15 Restrictions

1. Except as otherwise specifically provided herein, no Customer may perform or cause a third party to perform the following conduct:

(1) Assign or create a security interest on a right concerning the Service to or for a third party;

(2) Prepare a program in which the whole or part of the Service are incorporated as component and disclose, sell or rent it to or otherwise allow the use thereof by a third party;

(3) Reproduce, alter, disassemble, decompile or reverse-engineer the whole or part of the Service;

(4) Remove, delete or alter an expression of ownership or intellectual property right such as a copyright;

(5) Access the Service other than using means, manners or interfaces provided or permitted by

the Service Provider;

(6) Allow a third party to use or provide a third party benefit from the whole or part of the Service;

(7) Infringe a intellectual property right, copyright, privacy or other right of the Company, the Service Provider or a third party;

(8) Cause disadvantage or damage to the Company, the Service Provider or a third party;

(9) Interfere with the provision of the Service ;

(10) Transmit or spread a Worm, Trojan Horse, computer virus or other harmful or malicious program (hereinafter collectively referred to as a "Harmful Program");

(11) Conduct which is illegal, slandering, defamatory, privacy-infringing, menacing, insulting, racially or ethnically discriminative, sexual or obscene, or conduct to use Service in order to perform any act or action inappropriate under the normal social conventions and threatening to form a tort or harassment; or

(12) Other conduct violating an applicable law or regulations related to the provision of the Service.

2. Each Customer shall accept the following requirements:

(1) The Customer shall comply with the directions set forth in other Related Documents; and

(2) The Customer shall use the Service with reasonable care so that the operation of the Service may not be interfered with:

3. Each Customer shall bear the responsibility concerning the following matters:

(1) Procurement of all machines, devices and tools necessary for use of the Service;

(2) Use of all data uploaded, downloaded, transferred or stored through use of the Service;

(3) Regular and constant backing-up of data and maintenance and management of backed-up data; and

(4) To take infection-preventive measures against Harmful Programs such as introduction of anti-virus software.

4. If a third party raises a claim to the Service Provider or the Company (including a licensor to the Company; the same in this Paragraph below) due to any act or omission of a Customer related to the Service, the Customer shall directly deal with the claim on behalf of the Service Provider or the Company and, if as the result of the claim, the Service Provider or the Company suffers damage, compensate for the damage.

5. No Customer shall, whether by itself or through any third party, sell, distribute or otherwise provide for consideration any document, electronic file or other content created using the Service in which any font program included in the Service is embedded.

Chapter 7　Treatment of Information

Article 16　Customer-Originated Data

1. With respect to contents stored in the Service by Customers, Users or third parties whose use of the Service is regarded as Customers' conduct hereunder, and data generated through the Service's functions (including generative AI functions) based on such contents (hereinafter collectively referred to as "Customer-Originated Data"), Customers shall be responsible for viewing, editing, using, deleting, setting access rights to, and otherwise managing such Customer-Originated Data. Customers shall agree that neither the Company nor the Service Provider shall be responsible for the content, management, accuracy, or legality of any Customer-Originated Data.
2. In any case, neither the Service Provider nor the Company shall be liable for any destruction, damage or loss of Customer-Originated Data or programs which is caused through the use of the Service.
3. The Company or the Service Provider (including a sub-entrustee) shall never access Customer-Originated Data without a relevant Customer's approval, except for the cases set forth in the following Items:
   (1) Case where the disclosure of Customer-Originated Data is required by a court, administrative organ, supervisory authorities or other public agency based on an applicable law, regulations, etc.; or
   (2) Case where access to Customer-Originated Data is necessary in emergency for the service security-related purpose.

Article 17　Handling of Personal Information

1. In this Article, "Personal Information" means personal information defined in the law, regulations, etc. on the protection of personal information of each country concerned as applied to Customers.
2. Each Customer shall understand that the Company and the Service Provider may, in the process of provision of Service, collect, use and manage Personal Information of Users and other Personal Information contained in the Customer-provided information (including but not limited to Personal Information of the Customer's customers) and agree to the respective Paragraphs of this Article.
3. The Company and the Service Provider (in this Paragraph, limited to the Company's subsidiary a majority of whose voting rights are directly or indirectly held by the Company) shall handle Personal Information in accordance with the following Privacy Policy:
   https://direct-fb.fujifilm.com/ap2/sc/privacy_policy_fbd/
   With respect to the handling of Personal Information by the Service Provider other than the Company and the above-mentioned subsidiaries of the Company, the Service Provider shall separately give the explanation of the handling of Personal Information to Customers.

4. The Company shall process and store Personal Information of Users in Japan for the purpose of the provision of the Service including but not limited to the registration of User IDs. In addition, the Company may transfer Personal Information of Users and other Personal Information contained in the Customer-provided information (including but not limited to Personal Information of the Customer's customers) to sites indicated to in the Related Documents (which are not limited to ones located in Japan and may include not only sites of the Company but also sites of third parties) and process them at such sites for the purpose of the investigation of disturbance and the recovery from disturbance.
5. Correspondingly to functions used by Customers, the Company will transfer Users' account information (User IDs, names and e-mail addresses) and Customers' data to External Service Providers. Concerning the handling of Personal Information at External Service Providers, refer to External Service Providers concerned.
6. The Company and the Service Provider shall, in accordance with applicable laws and regulations, implement necessary and appropriate organizational, personnel, physical and technical security measures for the protection of Personal Information.
7. Each Customer shall represent and warrant to the Company and the Service Provider that, with respect to Personal Information to be processed and transferred for the provision of the Service by the Company and the Service Provider, appropriate measures (including but not limited to necessary notice to data subjects and/or approval by them) have been taken for such Personal Information in accordance with the requirements of applicable laws, regulations, etc. for the protection of privacy and data and shall agree that neither the Company nor the Service Provider will assume any liability for the results of inappropriate handling of Personal Information by the Customer or Users and, if as the result of such inappropriate handling, the Company or the Service Provider suffers damage, the Customer will compensate for the damage.
8. If, in a specific case, a Customer or a User does not agree to the processing at or transfer to a foreign country of any Personal Information provided for in this Article, the Customer or the User may withdraw his/her/its agreement thereto having already been given under this Article. If such withdrawal is made by a Customer, the Customer shall suspend the use of the Service or cancel the Service Agreement concerned.

Article 18 Intellectual Property Rights

1. This T&C stipulate the conditions for Customers' use of the Service, and the Company or the Service Provider shall not hereunder assign, gives the license to use or work or otherwise create an interest on any intellectual property concerning the Service to or for Customers, except as otherwise provided herein.
2. All rights concerning the Service shall exclusively belong to the Service Provider, the Company or licensors to the Company.

3. The Service are protected by the intellectual property rights act, international treaties and other laws of Japan or other countries concerned.

Chapter 8 Damages

Article 19 Limited Warranty

1. Except for the warranty that the Service Provider will provide the Service with reasonable due care under industry standards so that the Service may function in accordance with specifications established by the Company, the Service Provider and licensors thereto, each of the Company, the Service Provider and licensors thereto disclaims any and all warranties, express or implied, including but not limited to warranties of merchantability, suitability for a specific purpose and accuracy and gives no warranty of the Service not infringing third parties' rights, to the maximum allowed by applicable laws and regulations.

   Furthermore, each of the Company and the Service Provider does not warrant any of the following matters (i) to (iv): (i) the Service fulfill Customers' requirements or they are always usable, uninterrupted, timely, safe, not subject to intrusion from the outside and error-free; (ii) effectiveness, correctness and reliability of the results realized by the Service; (iii) the Service or their quality fits Customers' expectations; and (iv) errors or defects in the Service will be corrected.
2. The whole or part of the Service or their functions may be unusable in some languages or countries and neither the Company nor the Service Provider warrants that the whole or any part of the Service or their functions will be suitable for being used or usable at a specific place. Each Customer' choice of the Service and access thereto is based on his/her/its intention, and each Customer shall be obligated to comply with all applicable laws and regulations.
3. No provisions of this T&C shall restrict, preclude or modify any rights of Customers which cannot be legally restricted, precluded or modified.

Article 20 Limitation of Liability

1. None of the Service Provider, the Company and their licensors shall be liable, to the maximum extent permitted by applicable laws and regulations, for any indirect, incidental, special, consequential or punitive damages (including damages which the Service Provider has been advised of the possibility of), including but not limited to loss of profits, goodwill, use or data, costs of procuring substitute goods or services, or other intangible losses arising out of or relating to the use or inability to use the Service or any other matter relating to the Service.

   If the Customer uses the Service without paying a separate fee for the Service, neither the Company nor the Service Provider shall be liable for any damages relating to the Service to the maximum extent permitted by applicable laws and regulations. If the Customer uses the Service for a separate fee, the aggregate liability of the Company and the Service Provider shall not exceed

an amount equivalent to one (1) month's fee, calculated by dividing the Service Fee paid by the Customer under the applicable Service Agreement (or, if the right to use the Service was purchased separately, the purchase price thereof) by the number of months in the applicable period of the Service.

Nothing in this Article shall limit or exclude the liability of the Company or the Service Provider for its willful misconduct or gross negligence.

2. Each Customer shall understand that the Service is for general office uses and accompanied by the possibility that any defects in the contents of or data or information included in the Service, delay in information provision, or errors or inaccuracy of such contents, etc. may cause death, bodily injury or other material damage to the body or environment and accordingly the Service are not intended for the use in the situation or environment where the extremely high-level safety is required (including but not limited to nuclear facilities, flight operation, telecommunication system, air traffic control, life saving or weapon system) (hereinafter referred to as the "High Safety Use") and shall not use the Service for any High Safety Use without preparing the safety measures necessary for the High Safety Use. Neither the Company nor the Service Provider shall be liable for any claim by a Customer or a third party (including but not limited to ones for damages) arising out of use of the Service for any High Safety Use in violation of this T&C. If the Company or the Service Provider suffers damage due to a Customer's use of the Service for any High Safety Use, the Customer shall be liable to compensate for the damage.
3. Each Customer agrees that the Company and the Service Provider shall assume no liability for the matters falling under any of the following Items:
   (1) Inoperability of the Service caused by a machine/device or network environment used by the Customer;
   (2) Inoperability of the Service due to any change in or suspension, interruption, etc. of the Service based on Article 7 (Interruption or suspension of Service) or Article 8 (Change in Service) hereof;
   (3) Occurrence of damage due to an illicit attack to the Service, virus, communication-related tort, etc. or
   (4) Damage or loss of the Customer-Originated Data or programs due to the use of the Service.

Chapter 9 General Provisions

Article 21 Notice

1. Except as otherwise provided herein, each notice from the Company or the Service Provider to Customers may be given in the manner of posting on the website for the Service operated by the Company or the Service Provider or individually sending e-mail to the e-mail address of the Administrator of each Customer having been notified of.

2. A notice provided for in the immediately preceding Paragraph shall be regarded as reached to each Customer and becoming effective at the time when the notice is posted on the website for the Service by the Company or the Service Provider or when the Service Provider sends out relevant e-mail to the e-mail address of the Administrator of each Customer registered by the Customer.
3. If the e-mail address of the Administrator of a Customer is changed, the Customer shall promptly notify the Service Provider thereof so that the registered e-mail address of the Administrator is always kept latest. If a notice does not reach because the registered e-mail address of the Administrator of the Customer is not latest, neither the Company nor the Service Provider shall be responsible for the non-arrival.

Article 22 Modification of T&C

1. If there is a situation falling under any of the following Items, the Service Provider may modify this T&C as from the prescribed effective date of the modification, by fixing the effective date of the modification and beforehand notifying each Customer of the modification, contents of modification and the effective date.
   (1) The modification fits the general benefit of Customers; or
   (2) The contents of the modification are not against the purpose of the transactions involving this T&C and are reasonable in light of the need of modification, appropriateness of the contents after modification and other circumstances concerning the modification.
2. In the case of any modification other than that provided for in the immediately preceding Paragraph, the Service Provider shall in advance notify each Customer of the appropriate effective date of the modification according to the contents of the modification and, if a Customer continues to use the Service still after the effective date, the Customer shall be regarded as agreed to the modification.
3. Notwithstanding Article 21 (Notice), "notification" required in this Article shall be made by (1) posting on the website, etc. relating to the Service or other publication method which the Company considers appropriate and (2) individually sending to the e-mail address of the Administrator of each Customer having been notified of.

Article 23 Governing Law and Jurisdiction

This T&C shall be governed and interpreted in accordance with the laws of the country, state or province in which such Service Provider is located. Any dispute arising out of or in connection with this T&C shall be subject to the first and exclusive jurisdiction of the court having jurisdiction over the location of the head office of Service Provider.

Article 24 Prohibition of Assignment

1. No Customer may wholly or partially assign his/her/its rights and obligations hereunder without the Service Provider's prior written approval.

2. The Service Provider may wholly or partially assign this T&C or its rights and obligations hereunder to an affiliate of the Service Provider without obtaining the Customers' prior approvals, on condition that the affiliate is obligated to comply with this T&C.

Article 25 Regulation on Export

The use of the Service such as transferring, posting or uploading of any data, software or other contents through the Service may be subject to the application of the export regulation-related laws of a country involved with such use. Each Customer shall agree that he/she/it shall comply with all export regulation-related laws applied to him/her/it and, in cases where an export permission based on an applicable law is required, acquire such necessary permission at his/her/its responsibility.

Article 26 Non-waiver of Rights

The Service Provider's waiver of all or part of its rights provided for in this T&C shall have no legal effect unless made in writing with the Service Provider's signature. Even if the Service Provider waives any of its rights hereunder at an occasion, the Service Provider shall not be prevented from exercising the right at subsequent occasions.

Article 27 Severability

If any part of this T&C is held to be invalid or unenforceable, the part shall be construed in accordance with the applicable laws and regulations in the manner reflecting both parties' original intentions thereof as far as legally possible and the residual parts shall remain in full force and effect.

Article 28 Surviving Provisions

Articles 1 (Definitions), Articles 16 (Customer-Originated Data) to 20 (Limitation of Liability) (both inclusive), Articles 23 (Governing Law and Jurisdiction) and other provisions whose survival is considered reasonable in light of their natures shall survive the termination of the use of the Service.

Date of Establishment [30th October 2026]