

“dejiren” Terms of Use

This “dejiren” Terms of Use (the “Terms”) shall be applied to the Customer (as defined after) using “dejiren” (the “Service”) provided by WingArc1st Inc., a company incorporated under the laws of Japan with its registered address at Roppongi, Minato-ku, Tokyo, Japan 1066235, and its majority owned worldwide subsidiaries (“WingArc”). The Customer shall be deemed to have agreed to the content of this Terms when the Customer signs the application form for the Service. In the event that individual codes, guidelines, policies or other conditions (collectively, the “Codes”) are added in the course of their use of the Service, besides this Terms, the Customer shall be deemed to have agreed to the content of the Codes, once they have used the Service thereunder. In the event that the person or organization that applied for the Service designated by WingArc is an employee or agent of the Customer, such person or organization shall represent or warrant that they have been authorized so that the effects of their acts should be attributed to the Customer or delegated by the Customer. Such acts shall be carried out on behalf of the Customer, and the effects of such acts shall be attributed to the relevant the Customer.

Article 1 Definition

Definitions of terms in this Agreement are as follows.

- (1) “Customer” means a corporation or similar organization, or individual that sign to the application form for the use of the Service
- (2) “Target Country” means the country where the Customer is established in accordance with the law.
- (3) “Application User” means an individual configured by the Customer as a user of Service under the control of the Customer.
- (4) “User Account” means to an ID and password configured for each Application User to use Service.
- (5) “Order Form” means an order document (including the application form and other attached documents) for applying for this Service after agreeing to this Terms in the manner prescribed by WingArc. This Order Form is deemed to be incorporated into this Agreement by reference to these Terms.
- (6) “Agreement” means an agreement concerning Service concluded between the Customer and WingArc, based on this agreement.
- (7) “Service system” means equipment that is necessary to provide Service and installed by WingArc.
- (8) “Template program” means to a program such as templates and custom applications and scripts such as JavaScript files provided for purposes of customization of Service that are provided by WingArc or persons separately designated by WingArc through Service and can only be used for Service.
- (9) “Information Providing Service” means to a service for browsing and referring to various types of information provided by WingArc (including, but not limited to, statistical data).
- (10) “Client Program” means a program provided by WingArc (Including, but not limited to, the agent function dejiren Bridge Service and tools) through this Service, and installed on a terminal or server managed by the Customer and a virtual terminal or virtual server on the cloud.

Article 2 Application

- 2.1. This Agreement concerning the use of the Service based on these Terms between the Customer and WingArc shall become effective when the Customer signed the application form for the Service designated by WingArc (the “Signup”) and WingArc approves the same. In the event that WingArc does not send a notification to the Customer within 10 business days from the Signup, such Signup shall be deemed as having been rejected.
- 2.2. The Customer shall print or input its current correct and complete information, with regard to the content of the Signup, and shall not print or input any false information. In addition, the Customer may not change or retract the content of the Signup after the signup under the previous article, without the prior approval of WingArc. Further, after this Agreement is executed, except for termination due to reasons attributable to WingArc, the Customer may not cancel this Agreement during the Agreement term stipulated under Article 6 and reduce the quantity of the Service.

Article 3 Grant of license

- 3.1 Subject to this Agreement, WingArc grants to the Customer the right to use this Service in Target Country for non-exclusive, non-transferable.
- 3.2 WingArc issues the User Account with administrator authority for the first time to the Customer. The Customer shall manage the User Account at its own risk, and shall not transfer, lend to another party, use it for another third party, or provide collateral for any disposition. WingArc shall not be liable for any damages caused by the use of the User Account by a third party.
- 3.3 If the Customer's Service plan is a plan based on the usage quantity and the Customer intends to use more than the usage quantity of this Service purchased by Order Form, the Customer shall purchase an additional usage quantity of the Service (hereinafter referred to as “Additional Purchase Amount”) or shall pay the unit price separately determined by WingArc after the expiration of the Agreement term, multiplied by the excess usage quantity (hereinafter referred to as “Excess Usage Quantity”). In addition, the Customer shall consume the Additional Purchase Amount for each Agreement term, and even if there is an unused end at the end of the Agreement term, it shall not be carried over to the next Agreement term.
- 3.4 Notwithstanding the preceding paragraph, if the number of users of the Service is increased during the Agreement Term (as defined in Article 6 hereinafter the same in this Article), the Usage Fees for the Service (as defined in Article 7, hereinafter the same in this Article) shall be as follows;
 - (i) In the case that the means of payment for the Service by the Customer is payment based on an invoice issued by WingArc (hereinafter referred to as “Invoice Payment”); the Customer shall apply for additional usage in the same way as in the preceding paragraph, and when WingArc accepts the application, the number of users of the Services shall be increased. In this case, the Usage Fees for the Services shall be changed to include the additional quantity from the time of the addition of the relevant number of users.
 - (ii) When the means of payment for the Service by the Customer is payment by settlement of the Customer's credit card (hereinafter referred to as “Credit Card Payment”); the number of users shall be added from the date of application for the addition of the number of users by the Customer. However, said addition is subject to the Customer renewing the next Agreement Term with Usage Fees for the Service at a quantity that includes said additional quantity. To this extent, payment of the additional fees for the month of application for the addition of the number of users is not required.
- 3.5 The Customer agree that, regardless of any action or inaction, the quantity of the Service cannot be reduced or decreased during the Agreement Term. The Customer agrees that, if the quantity of the Service is to be reduced or decreased, it is only possible to do so when applying to renew the Agreement Term with the reduced or decreased quantity at the time of renewal of the next Agreement Term. However, if the number of users is to be increased in accordance with the preceding paragraph at the time of renewal of the next Agreement Term, the quantity cannot be reduced or decreased in the next Agreement Term.
- 3.6 WingArc may determine general handling methods and restrictions (including but not limited to separately determined storage capacity and other conditions) related to the use of the Service and may amend them at WingArc discretion as appropriate. The Customer shall agree that the use of the Service is not conditional upon the functions or features that are planned to be provided in the future, and is not dependent upon any oral or written external comments by WingArc regarding functions or features that are planned to be provided in the future.

Article 4 Application User

- 4.1 The Customer may set up User Accounts issued by WingArc within the quantity. This Service may be used only when User Account is set as a user of the Service. Provided, however, that the Customer shall make the Application User comply with this Agreement and manage it with commercial reasonable care. If the Application User breach this Agreement, WingArc may regard the Application User's breach as a breach by the Customer.
- 4.2 The Customer may not share and use a single User Account with more than one person unless WingArc has given its written consent. Provided, however, that the Customer may reassign to a new user who replaces the previous user when the previous user no longer needs to use this service continuously.

Article 5 Free Trial

- 5.1 WingArc may provide the Customer with a free trial use of the Service (hereinafter referred to as "Free Trial"). The period of the Free Trial shall be until the end of the month following the month in which the Customer started using the Service through this application, or until the date on which the Customer started using the paid service specified in the application, whichever is earlier (hereinafter referred to as the "Free Trial Period"). Provided, however, that it does not apply if the WingArc agrees in writing. For the Customer paying by credit card, if the Customer does not indicate to WingArc that the Customer wishes to terminate the Agreement during the Free Trial Period, the Service will be changed to a paid service from the month after the month in which the service was started. For the Customer paying by invoice, the Customer chooses to use the service on a Free Trial basis and does not change to a paid service within the Free Trial Period, this Agreement will end at the same time as the Free Trial Period expires.
- 5.2 In the event that the Customer uses the Service on Free Trial, WingArc may delete some or all of the data stored in the service due to improvement of this service or other reasons without the Customer's consent.
- 5.3 In the event that the Customer uses the Service on Free Trial, WingArc will not bear obligations such as the obligation to provide technical support, and even in the event that any Customer incurs damage due to reasons attributable to WingArc, in connection with this Agreement, WingArc shall not bear any responsibility whatsoever regarding such Customer, regardless of whether it is based on an agreement, tort, or any other theory of responsibility.

Article 6 Agreement Term

- 6.1 This Agreement shall come into effect when WingArc accepts the use application from the Customer.
- 6.2 In the case of Invoice Payment, the term for this Agreement (referred to as "Agreement Term") is the Free Trial Period and the paid service period, which is the Agreement Term selected in the usage application (including the period selected in the usage application as the renewal period for the Agreement Term before the Agreement expires) that the Customer has entered in the Order Form. However, unless otherwise stipulated in this Agreement, if neither the Customer nor WingArc express their intention to cancel the Agreement to the other party within 30 days before the end of the Agreement Term, the Agreement will be automatically renewed for 1 year or month, and the same will apply thereafter.
- 6.3 In the case of Invoice Payment, if the Agreement Term for the first year selected in the application for use is less than 12 months, the Customer agrees that the Agreement Term after the first year must be renewed for one year and thereafter shall be subject to the proviso in the preceding paragraph.
- 6.4 In the case of Credit Card Payment, the Agreement Term is the Free Trial Period and the paid service, and the period of the paid services shall be one (1) month. If the Customer does not complete the cancellation procedures prescribed by WingArc by the expiration date of this Agreement Term, the Agreement Term shall be automatically renewed for one (1) month, and the same shall apply thereafter. However, if the Customer applies for additional User quantity in accordance with Article 3, Paragraph 4, Item 2, the next Service Term shall be renewed on demand, and the Agreement cannot be cancelled for the month of such additional application and the next Service Term.
- 6.5 Notwithstanding the preceding Article 6.1, in the event that the Agreement term of the first year stated in Order Form is less than 12 months, it is mandatory to renew the Agreement term after the first year for one year, and then follow the proviso of the preceding Article 6.1.

Article 7 Usage Fee of the Service

- 7.1 The Customer shall pay WingArc any and all consideration for the permission for the usage of the Service granted by WingArc to the Customer, arising under this Agreement (the "Usage Fee"). The Usage Fee shall accrue based on the Signup for the Service, and it will not be based on the actual usage of the Customer. Unless the Customer has terminated this Agreement for reasons attributable to WingArc, the obligation to pay the Usage Fee is not cancellable, and the Usage Fees that are already paid will not be refunded.
- 7.2 Unless otherwise specified in this Order Form, the Customer shall pay the Usage Fee by the end of the month following the date on which the Service is used (renewal). In addition, the payment deadline for Additional Purchase Amount and Excess Usage Quantity will be until the date specified separately by WingArc.
- 7.3 In the event that WingArc does not receive the Usage Fee or Additional Purchase Amount by the payment due date, WingArc, at its discretion, may take either or both of the following measures with regard to the Customer: (i) invoicing the unpaid balance for each month adding a delinquency charge at an annual rate of 14.6%, which shall accrue from the payment due date until the date of the payment, or (ii) setting a shorter payment period than set forth in the previous paragraph as a condition for the future renewal of the Agreement term.
- 7.4 In the event that the performance of the monetary obligation that the Customer owes to WingArc under a separate agreement between the Customer and WingArc is delayed for more than 30 days, WingArc may deprive the Customer of the benefit of time with regard to the unpaid fee of the Customer under such separate agreement, without prejudice to any other remedies and rights hereunder, and all such obligations shall become immediately payable.
- 7.5 Notwithstanding the preceding paragraph, in the case of payment by credit card, the credit card is for some reason unable to settle the payment and WingArc is unable to receive the Usage Fee by the payment deadline, WingArc may suspend the Service at its own discretion.
- 7.6 Notwithstanding paragraph 2 of this Article, in the event that the Customer pays the Usage Fee, Additional Purchase Amount, or Excess Usage Quantity through the sales agent, their payment conditions shall be negotiated between the Customer and the sales agent, and the sales agent and WingArc. Provided, however, that the obligation to pay the Usage Fee, Additional Purchase Amount, or Excess Usage Quantity by the Customer shall be fulfilled when their fees are paid to WingArc.

Article 8 Technical Support

- 8.1 WingArc shall provide the technical support for the Service to the Customer in accordance with the support policy (Including the contents of the website (URL: <https://global.dejiren.com/support-policy/>) and the sites related to the website. Collectively referred to as "Support Policy"). The Support Policy may be changed at WingArc's discretion, and the latest valid version as of the time of the providing the technical support will be applied (in the event that the URL address itself is changed, the new URL redirect or display the changed URL on the Support Policy) to the Customer. The Customer may only make technical inquiries regarding the Service to WingArc, and shall render necessary cooperation for the provision of the technical support by WingArc (including, without limitation, the separation of the cause of the bugs).
- 8.2 The technical support provided by WingArc is subject to the following conditions;
- (1) the operating system (OS) and prerequisite software of the Customer's computer, which is the prerequisite for using this Service, are normally and standard supported by the manufacturer. (2) With regard to the responding to the bugs, if it is necessary to distinguish as to whether such difficulties are arising out of WingArc's services or services other than WingArc products or services (including, but not limited to hardware; hereinafter Correctively "Third Party Products"), the Customer shall cooperate as necessary with WingArc to make such distinction, by making inquiries to the manufacturers of such Third Party Products, or otherwise. In addition, in connection with such responding to difficulties, WingArc shall not bear any cost such as a system verification that Customer carry out in connection with such system verification.

Article 9 Proprietary Rights

- 9.1 The copyrights and all other intellectual property pertaining to the Service shall be held by WingArc or a third party who licensed the use of such intellectual property to WingArc (the "Original Right Holder"), and all rights except for those whose use were expressly permitted to the Customer by WingArc under the Terms shall be retained by WingArc or the Original Right Holder.
- 9.2 "dejiren" is a trademark or registered trademark of WingArc.

Article 10 Template Program

- 10.1 The Customer may duplicate and change template programs within scope of the Service. The Customer agrees to the following;
- (1) WingArc may not be able to respond when problems such as the bugs occur with respect to the template program duplicated and changed by the Customer.
- (2) WingArc shall not be liable for any damage caused to the Customer by the template program (including duplicates and modifications); and

- (3) In the event that there are Codes, the Customer shall comply with the Codes of the template program.
- 10.2 When the Customer installs the Client Program on equipment such as user terminals, servers and other programs that are not under the control of WingArc (hereinafter collectively referred to as "User Terminals"), the Customer agrees that WingArc will not be liable for any damages to User Terminals. The Client Program provided by WingArc shall be reproduced only for the officers and employees of the The Customer (hereinafter collectively referred to as "Employees") regardless of Article 11 (Restrictions).
- 10.3 When the Customer uses programs or hardware provided by a third party (hereafter collectively referred to as "Third-Party Program") in cooperation with Service (including, but not limited to, a case where Customer's data is saved in a Third-Party Program), the Customer agrees that WingArc is not liable for Customer's damage by such Third-Party Program or in relation to the use of such Third-Party Program in conjunction with Service.

Article 11 Restrictions

- The Customer shall not conduct any act of the following, unless expressly permitted by Terms or WingArc through prior written consent.
- (1) Act of using the Service for purposes other than the Customer's internal business operations;
 - (2) Act of exercising the rights granted under the Terms that goes beyond the scope authorized by these Terms;
 - (3) Act of producing a copy of, permitting a third party to re-use (use), re-selling, distributing or transferring the Service;
 - (4) Act of posting a link to the Service on the internet, framing or mirroring the content that is accessible from the Service on a server or any other internet-based device;
 - (5) Act of defacing or deleting the Service, or modifying, improving, analyzing (including reverse engineering), disassembling or decompiling any of the programs constituting the Service;
 - (6) Act of pretending to be another person and using the Service, or attempting an unauthorized access to the Service, another person's account or computer system, or a network that is connected to the Service, by password mining or other means;
 - (7) Act that obstructs or may obstruct the use or the operations of facilities of WingArc or others, or facilities for internet connection services;
 - (8) Act of sending or posting hazardous computer programs, such as viruses;
 - (9) Act that infringes upon or may infringe upon the rights of WingArc or a third party, such as rights concerning the honor, privacy, trust or proprietary right;
 - (10) Act that breaches the laws, regulations or ordinances, or acts that are against public order and morality;
 - (11) Act that breaches the general handling guidelines such as the user manual, set forth by WingArc, or the limitations regarding certain matters in connection with the use of the Service, that is notified to the Customer by WingArc;
 - (12) Act of obstructing the provision of the Service; and
 - (13) Act that WingArc considers inappropriate based on rational grounds, in connection with the purposes of the preceding items.

Article 12 Access Right

- 12.1 The Customer shall agree that WingArc may access Service (including, but not limited to, Customer's data) using Customer's Certification Information after Customer's prescribed procedures to solve technical issues or based on Customer's request.
- 12.2 In the event that WingArc responds to Customer's request that exceeds the Support Policy, the Customer agrees to pay WingArc the costs of such response.

Article 13 Use of Customer's Data

- 13.1 During the Agreement term of this Service, except for the chat data posted by the Customer, the Customer shall take, at own risk and expense, necessary measures such as taking a backup all data and information that have stored on this Service (hereinafter referred to as "Stored Data") In order to respond to the loss of data due to equipment failure of WingArc or other reasons.
- 13.2 The Customer agrees that, after the termination of this agreement, customer data files such as image files uploaded to this Service will not be returned from WingArc, and 30 days after the termination of this Agreement regardless of whether WingArc notifies the Customer, WingArc will erase or delete the Stored Data within 180 days, and WingArc will not be liable for any damage to the Customer or any third party regarding the storage, deletion or backup of the Stored Data.
- 13.3 WingArc may back up Stored Data and data such as logs recorded in this Service for recovery in the event of server failure or outage without the consent of the Customer.
- 13.4 WingArc may use data such as Stored Data and recorded logs within the scope of various laws and regulations for the purpose of providing this service, improving quality, and improving the performance of the usage environment without the consent of the Customer.
- 13.5 WingArc will not disclose or release all or part of Stored Data without the Customer's consent, unless WingArc judges that it falls under any of the following items;
- (1) When requested in accordance with laws or regulations (including requests through an investigation matter inquiry form) or by decree procedure; and
 - (2) When necessary to protect rights of WingArc, other Customer, or third parties
- 13.6 This Service may be linked to the services of WingArc's partner companies (referred to as, but not limited to, the providers of the information and contents included in this Service; hereinafter referred to as "Partners"). When the Customer uses that Partner's service including the Service, regardless of the following article, information regarding the use of the Service (including but not limited to the usage history of the Service) may be provided to the Partner.

Article 14 Confidentiality

- 14.1 "Confidential information" in this Agreement refers to, excluding each of the following items, all undisclosed information, regardless its form or medium, that one party (hereinafter referred to as "Discloser") discloses to another party (hereinafter referred to as "Recipient") and irrespective of the form of disclosure is designated as confidential or should be reasonably understood as confidential in view of the nature of the information and disclosing situation. (a) Information that is the public domain or enters the public domain without violating obligation to Discloser (b) Information that the Recipient knew before disclosure by the Discloser without violating obligation to the Discloser and without being restricted by confidentiality obligation or other limitations (c) Information that the Recipient independently developed without violating obligation to the Discloser and without referring to Confidential Information (d) Information that the Recipient received from a third party without violating obligation to the Discloser and without being restricted by confidentiality obligation or other limitations
- 14.2 The Recipient shall have the following obligations, unless the Discloser explicitly agrees otherwise in writing on conditions of the following section and Section 5 of this Article. (a) Use the discloser's confidential information only to the extent necessary to fulfill the Recipient's obligations under this Agreement during only the term of this Agreement. (b) Disclose the Discloser's confidential information only to the Recipient's directors, officers, agents, employees, and their employees to the extent necessary for the Recipient to fulfill its obligations under this Agreement and exercise its rights, and do not disclose to others. (c) During the term of this Agreement and for two years after its termination, keep confidentiality of the Discloser's confidential information strictly and prevent illegal use or disclosure of the Discloser's confidential information with due care of a prudent manager.(d) Confirm that a person to whom the Recipient discloses the Discloser's Confidential Information complies with requirements and restrictions defined in the above items (a), (b) and (c) (on conditions of the following section and Section 5 of this Article), and is subject to a confidentiality obligation at least as strict as stipulated in this Agreement on conditions of employment or reception of Confidential Information.
- 14.3 Notwithstanding restrictions set forth in the preceding section, the Recipient may disclose the Discloser's Confidential Information when required by valid orders of courts or administrative agencies with jurisdiction and authority or by applicable laws and regulations; provided, however, that the Recipient shall give reasonable advance notice (as far as legally permissible) of the disclosure to the Discloser, and based on the Discloser's request, at the Discloser's expense, reasonably support the Discloser to prevent future disclosure or use of the Discloser's Confidential Information or to gain orders to provide limitations or other remedies.
- 14.4 Notwithstanding Section 2 of this Article, the Recipient may disclose the Discloser's Confidential Information to the Recipient's legal,

- accounting, or financial advisors to the extent necessary for genuine legal, accounting and tax purposes; provided, however, that the Discloser shall confirm that such persons comply with requirements and restrictions stipulated in items (1), (2) and (3) of Section 3.
- 14.5 Each party shall comply with laws and regulations concerning personal information and privacy protection and confirm that their own directors, officers, agents, employees, and their employees comply with them.
- 14.6 Each party shall agree that damage compensation is not sufficient relief for the Discloser if the Recipient violates or might violate any of the provisions of this Article; therefore, in addition to remedy available to the Discloser, the Discloser has a right to seek remedy by injunction against the violation or the violation risk.
- 14.7 The Recipient shall have the following obligations by the Discloser's written request at expiration or termination of this Agreement (or upon the Discloser's written request prior thereto). (a) The Recipient shall, irrespective of form or medium, promptly deliver to the Discloser all Discloser's Confidential Information and all originals and copies of all documents, records, data and materials containing such confidential information under the Recipient's ownership or control, and erase the Discloser's confidential information from the Recipient's computer systems, search systems and database. (b) The Recipient shall request observation of this section to those whom the Recipient provided the Discloser's confidential information.
- 14.8 Notwithstanding the preceding section, WingArc's obligation concerning return or disposal of Stored Data after expiration, termination or cancellation of this Agreement shall comply only with the Article 13.

Article 15 Temporary Suspension, Stoppage of Service

- 15.1 In the event that a situation that falls under any of the categories below occurs, or any similar situation is recognized, WingArc may temporarily discontinue or stop all or part of the use of the Service, and shall not bear any responsibility whatsoever with regard to the same. (a) In the event that a discontinuance of a project for the maintenance or construction, or a malfunctioning of the Service system (meaning the facility necessary for the provision of the Service, installed by WingArc, and the same shall apply hereinafter) occurs, or when there are other inevitable causes; (b) In the event that a power/telecommunication business operator discontinues or stops its operations concerning power or telecommunication; (c) In the event that a situation that goes beyond the reasonable control of WingArc (force majeure, acts of the government, pandemic, floods, fire, earthquakes, riots, acts of terrorism, strikes and other labor disputes) takes place; (d) In the event that there has been, or it is possible that there has been, an unauthorized access to WingArc's facilities; (e) In the event that any conditions for the discontinuance or stoppage, of any services associated with the Service are set, and such conditions are met; and (f) In the event that WingArc decides that the temporary discontinuance or stoppage of the Service is necessary in appropriately managing the Service.
- 15.2 In addition to the above paragraph, in the event of an emergency, or when there is a possibility of such emergency occurring, WingArc may take measures such as discontinue or stop all or part of the availability of the Service, in order to handle with priority urgent matters such as disaster prevention or relief, securing transportation, telecommunication or power supply, or matters that are urgent in light of securing public interests, and WingArc shall not be responsible for any consequences whatsoever arising in connection with the above.
- 15.3 In the event that WingArc intends to discontinue or stop the Service in accordance with the previous two paragraphs, WingArc notifies Customer in a manner defined by WingArc in advance. However, when notification is virtually impossible or WingArc judges it urgent and unavoidable, WingArc may suspend or stop Service without notifying Customer.

Article 16 Suspension and Stop of Service by Customer's reasons

- 16.1 In the event of any situation that falls under or is similar to the situations in the below categories, WingArc may discontinue or stop all or part of the availability of the Service with regard to the Customer, limiting the time period, and WingArc shall not be responsible for any consequences whatsoever arising in connection with the above. (a) In the event that it turns out that the Customer printed or input false information at the time of the Signup for the Service or other procedures designated by WingArc; (b) In the event that the Customer's monetary obligation owed to WingArc is not performed; (c) In the event that the Customer breaches the provisions in Article 11 (Restrictions) setting forth the Customer's obligations; (d) In the event that the Customer has been subject to a petition for provisional seizure, provisional disposition, seizure, auction, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, commencement of special liquidation or in the event that the Customer himself/herself files a petition for the same; (e) In the event that a disposition of delinquency or an enforcement is imposed upon the Customer regarding taxes and public dues, or in the event that the Customer is subject to other dispositions by a relevant authority or a disposition for trading suspension at a clearing house; (f) In the event that the Customer has been subject to an operation suspension disposition or cancellation of its business license or business registration from a supervisory authority; (g) In the event that the Customer passes a resolution to abolish its business or to dissolve; (h) In the event that there is a factor that indicates the worsening of the Customer's economic credit standing such as a payment suspension or the commencement of voluntary liquidation, or in the event that there is a factor that reasonably indicates the possibility of such worsening; (i) In the event that WingArc considers that the Customer has engaged in an act that breaches the Terms, and that may obstruct the implementation of WingArc's operations or the Service system; and (j) In the event that WingArc decides that the manner of use of the Service by the Customer may do harm to the benefit of WingArc or the other Customer, and when there are no other effective measures that can be taken in order to secure such benefits.
- 16.2 In the event that WingArc intends to stop the Service in accordance with the provisions in the previous paragraph, WingArc notifies the Customer in a manner defined by WingArc in advance. However, when notification is virtually impossible or WingArc judges it urgent and unavoidable, WingArc may suspend or stop the Service without notifying the Customer.
- 16.3 In the event that the period of suspension or stoppage of the Service based on this Article exceeds 30 days, WingArc shall bear no liability for loss of Stored Data.

Article 17 Responsibility of the Customer

- 17.1 The Customer must comply with the laws, treaties, rules and regulations relating to the use of the Service.
- 17.2 (1) Notwithstanding Article 11 (3), the Customer may invite a third party other than the Customer to use the Services and grant that third party specific rights (the scope of the rights may be set by the Customer. Hereinafter referred to as "External Use Rights") (Hereinafter, the third party who has been invited and granted specific External Use Rights shall be referred to as the "External User"). In this case, when the Customer invites an External User to use the Service, the Customer grants the External User permission to reuse the Service, and the External User may use some of the functions of the Service used by the Customer (including, but not limited to, creating rooms, sending and receiving messages, and uploading files. Hereinafter collectively referred to as "External Use Functions") within the scope of the External Use authorization.
- (2) The Customer agrees that the Customer's permission for the External User to reuse the Service as described in the previous section is conditional on the Customer managing and being responsible for the External User's use of the External Use Functions (including the storage of information, data created using these functions), and that the Customer will be responsible for any damage incurred by WingArc as a result of the External User's actions using the External Use Functions. In addition, the Customer shall have the External User agree that the Customer shall manage (including, but not limited to, editing and deleting) information and data (including, but not limited to, messages and uploaded files) created by the External User through use of the External Use Function, based on the permission in the preceding paragraph. Furthermore, WingArc shall not be responsible for any disputes between the Customer and External User related to External Use Rights and the External Use Function, and the Customer shall resolve such disputes at its own expense and responsibility.
- 17.3 In the event that the Customer finds out that there has been or there may have been a breach of the information security policy in connection with the use of the Service, the Customer shall notify WingArc immediately. In addition, the Customer shall consent that, in the event that the Customer learn that there has been or there may have been an act of copying or distributing any of the modules or documents constituting the Service, the Customer will make their best effort to have such act terminated immediately.
- 17.4 WingArc shall not in any way be responsible for the consequences of unauthorized access or modification to the Customer's telecommunication or data, information that is sent or received (regardless of whether WingArc actually receives it or not), data, transactions carried out through the Service, or the consequences resulting from a breach of the Terms, except where prohibited by law.

- 17.5 Except when otherwise stipulated in the Terms, the Customer shall resolve any disputes arising with a third party in connection with the use of the Service at their own responsibility, and shall not inflict any damage upon WingArc or any third party.

Article 18 Limited Warranties and Disclaimer

- 18.1 The Service shall be provided as is, and the Customer shall use the same at their own responsibility. WingArc does not make any warranties regarding the merchantability, reliability, timeliness, quality, compatibility, fitness for a particular purpose, truthfulness, constant availability, accuracy and completeness of the Service, that any errors or defects will be corrected, or that there are no viruses or other harmful factors with regard to the servers, that are made available, in connection with the Service. In addition, WingArc will not be responsible for changing the specification of the Service.
- 18.2 The Customer shall consent to the fact that the network used in the Service may be limited or delayed due to factors such as the usage rate of the network or the amount of data transmission such as electronic transactions, except where prohibited by law.
- 18.3 The Customer shall consent that WingArc shall not in any way be responsible to the Customer or a third party, even if the Customer's data that the Customer have forwarded to, sent through or accumulated in WingArc's server is destroyed or lost for whatever reason. In addition, WingArc shall not in any way be responsible for any delays, damage, and loss of data due to such delays under the previous paragraph, except where prohibited by law.
- 18.4 WingArc shall not be responsible for any damages caused by any of the following: (a) damage incurred by the Customer due to force majeure such as natural disasters, unrest and riots; (b) damage incurred by the Customer due to malfunctions of the Customer's telecommunication environment, such as the malfunction of the internet connection service used to connect to the Service system; (c) damage incurred by the Customer due to the malfunction of power or telecommunication services provided by a third party; (d) damage incurred by the Customer due to unauthorized access to the Service System or wiretapping through a telecommunication route that are unavoidable, even with the due care of a prudent manager; (e) damage incurred by the Customer due to a product of a third party, such as hardware, software or a database, which are not developed or manufactured by WingArc; (f) damage incurred by the Customer due to an order of a government agency with authority or an enforced disposition based on a law or regulation; or (g) damage incurred by the Customer due to a matter that is not attributable to WingArc.
- 18.5 WingArc may from time to time provide links within the Service for the convenience of the Customer. In such case, WingArc shall not bear any responsibility whatsoever with regard to any linked websites on the internet, or the content, products or other features that are available through any such website, except where prohibited by law.

Article 19 Limited Liability

- 19.1 In connection with this Agreement, WingArc shall be liable for normal and actual damage caused to the Customer directly by reasons attributable to WingArc when damage to the Customer is caused by reasons attributable to WingArc; provided, however, that the scope of such damage liability shall not exceed the Usage Fee of the previous six months paid by the Customer pursuant to this Agreement (excluding the first-year expenses and other fees), whether based on contract liability, tort liability, except where excluded by laws and regulations.
- 19.2 WingArc shall not be liable to the Customer for any lost profit / income, or indirect, special, accidental, consequential, compensatory or punitive damages for any cause, even based on contract, tort, or even if WingArc has been told by the Customer or any other third party about the possibility of such damages. When application of this Article is prohibited by laws and regulations of the Target Country, it shall not apply to that extent.
- 19.3 The provisions of the preceding two paragraphs regarding limitation of liability shall not apply to damages incurred by the Customer due to the willful misconduct or gross negligence of WingArc.

Article 20 Termination

- 20.1 The Customer or WingArc may terminate this Agreement without giving any notification or demand in the event that any of the following occurs with regard to any of the other party: (a) in the event that the Customer or WingArc breaches any of the provisions of the Terms, and such breach is not corrected even after a demand for the correction thereof is made with an appropriate time window; (b) in the event that the Customer or WingArc is subject to a petition for provisional seizure, provisional disposition, seizure, auction, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, commencement of special liquidation or in the event that the Customer or WingArc himself/herself/itself files a petition for the same; (c) in the event that a disposition of delinquency or an enforcement is imposed upon the Customer regarding taxes and public dues, or in the event that the Customer is subject to other dispositions by a relevant authority or a disposition for trading suspension at a clearing house; (d) in the event that the Customer or WingArc has been subject to an operation suspension disposition or cancellation of its business license or business registration from a supervisory authority; (e) in the event that the Customer or WingArc passes a resolution to abolish its business or to dissolve; (f) in the event that there is a factor that indicates the worsening of the Customer's or WingArc's economic credit standing such as a payment suspension or voluntary liquidation, or in the event that there is a factor that reasonably indicates the possibility of such worsening; or (g) in the event that the Customer or WingArc grossly breaches these Terms or engages in an act that ruins the relationship of mutual trust.
- 20.2 The termination set forth in the previous paragraph shall not obstruct the claim for compensation for damages by WingArc to its Customer, and in the event that any Customer falls under any of the categories in the previous paragraph, such Customer shall lose its benefit of time regarding all of its obligations owed to WingArc.
- 20.3 In the event that this Agreement is terminated under Article 20.1, WingArc shall not bear the duty to refund the Usage Fee of the Service that it has received from the Customer.

Article 21 Anti-Corruption

- 21.1 Each party shall comply with all applicable anti-corruption laws and regulations, including the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act 2010 ("UKBA"), the Japanese Unfair Competition Prevention Act ("JUCPA") and any corresponding laws of all countries where business or services will be conducted or performed pursuant to this Agreement, and shall not, directly or indirectly through a third party, pay, offer, promise to pay, or give anything of value to any person, including an employee or official of a government, government controlled enterprise or company, or political party, for the purpose of or knowing that it will be used for obtaining any improper benefit or to improperly influence any act or decision by such person or party for obtaining, retaining, or directing business.
- 21.2 Each party as of the effective date of the Agreement, represents and warrants that: (a) it has not violated, nor has been found by any governmental authority to have violated, the FCPA, the UKBA, the JUCPA or any other applicable anti-corruption laws and regulations, and (b) it has no knowledge or reason to believe that any governmental authority is considering any proceeding related to any of the foregoing.
- 21.3 In the event that the party comes to have knowledge of any potential violation of the FCPA, the UKBA, the JUCPA or any other applicable anti-corruption laws and regulations, it shall immediately notify the other party thereof in writing.
- 21.4 Each party may terminate the Agreement, without penalty, if it reasonably believes that the other party is in violation of the FCPA, the UKBA, the JUCPA or other applicable anti-corruption laws and regulations.

Article 22 Termination of the Service

- 22.1 In the event that a Customer breaches any of the provisions of the Terms, WingArc may stop or terminate the Customer's usage right of the Service at its discretion, by notifying the Customer. In the event that the Customer receives such notification, the Customer shall promptly discontinue the use of the Service, and delete its registration.
- 22.2 In the event that WingArc falls under any of the following categories, it may abolish all or part of the Service: (a) in the event that it notifies the Customer of the abolishment two months or more prior to the abolishment date; or (b) in the event that the Service is no longer available by force majeure, such as natural disasters.

Article 23 Indemnification by the Customer

In the event that any claims, fees, damages, losses, obligations or costs (including attorney's fees) arise from the fraudulent use of the Service or a breach of these Terms, or in connection with the forgoing, Customer shall indemnify WingArc of the same, and shall not let any damage occur upon WingArc.

Article 24 Infringement of Third Party's Rights

- 24.1 In the event that a third party makes a judicial or non-judicial claim to any of the Customer, alleging that the content of the Service or the means of use, infringes upon or has infringed upon a third party's intellectual property right in Japan, such the Customer shall promptly notify WingArc (and any third party designated by WingArc) of the fact that the claim has been made and the content thereof, virtually grant an opportunity to participate in the proceedings of the negotiation or lawsuit with such third party and all decision making rights (including, without limitation, the decision right regarding the appointment of an attorney), and on the condition that the Customer provides necessary cooperation to WingArc, WingArc shall resolve the claim at its own cost and responsibility, and shall compensate for the damages incurred by the Customer in connection thereto, to a reasonable extent.
- 24.2 In the event that the cause of claim in the preceding section is not attributable to WingArc, WingArc will not bear liability with regard to the preceding section.

Article 25 Modification of the Terms

WingArc may at any time modify the Terms or the content of the Service. In the event that WingArc intends to modify the Terms, WingArc shall post on its website for the Customer, the timing of such modification and the content of the Terms after the modification. In such case, if the Customer continue their use of the Service after the time of such modification, the Customer will be deemed as having consented to the modification.

Article 26 Subcontract

WingArc may subcontract all or part of Service to a third party. In this case, WingArc shall subcontract at its own risk and expense, and shall ensure that the subcontractor complies with all obligations under this Terms.

Article 27 Feedback

WingArc shall hold a free, global, transferrable, sublicenseable, irrevocable and permanent license under which it may use and incorporate into the Service, any proposals, requests for improvement, suggestions or any other feedback provided by the Customer in connection with the operation of the Service.

Article 28 Survival

Articles 5.3, 7, 9, 10, 11, 12, 13, 14, 17, 18, 19, 20.3, 23, 24, 27 and 29 shall survive the termination or expiration of this Agreement.

Article 29 General

- 29.1 This Agreement shall be governed by the laws of Japan, regardless of any provisions regarding the conflict of laws in any jurisdiction.
- 29.2 All disputes, controversies or differences which may arise between the parties hereto, out of or in relation to or in connection with this Agreement shall be finally settled by arbitration in Tokyo, in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The seat of the arbitration shall be Tokyo, Japan. The language of the arbitration shall be Japanese. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 29.3 Except in cases that it is otherwise stated in the Terms or there is a written agreement signed by both the Customer and WingArc, the letters or information stated in printed forms or documents, such as the order forms designated by the Customer will not have the effect of making additions or modifications to the provisions or conditions of the Terms.
- 29.4 In the event that any of the provisions of the Terms is ruled as invalid or unenforceable by a court with jurisdiction, the provision shall be construed in the way that best reflects the intent of the provision which has been ruled as invalid or unenforceable, and the other provisions shall remain valid.
- 29.5 This Agreement or the use of the Service does not constitute a joint venture relationship, partnership, employer-employee relationship or an agency relationship between the Customer and WingArc. In addition, even if WingArc does not enforce the rights under or the provisions of this Agreement, such fact does not indicate that WingArc has waived such right or provision, unless WingArc consents in writing.
- 29.6 This Agreement constitutes the whole agreement of the Customer and WingArc, with respect to the subject matter hereof, and shall supersede all previous or contemporaneous negotiations, discussions and agreements, whether written or oral.
- 29.7 The Customer and WingArc must not transfer to a third party or let any third party take over all or part of any rights or obligations arising under this Agreement, without obtaining the prior written consent of the other party.
- 29.8 With regard to any and all claims or disputes, etc., concerning the use of the Service, the Customer shall resolve the same with WingArc under the conditions of this Agreement, and shall consent to the fact that WingArc will not bear any responsibility except for those stated in the Terms, and that any agreements between the Customer and any third party will not affect WingArc.

Article 30 Special provisions for other services

If the Customer uses the Services in conjunction with other services ("Linked Service"), the following terms and conditions apply.

- 30.1 Regarding the use of Linked Service, if the provider of the Linked Service (hereinafter referred to as the "Linked Service Provider") has separately stipulated terms and conditions (not limited to names such as terms and conditions or rules; hereinafter referred to as the "Linked Service T&C"), the Customer must agree to the Linked Service T&C or enter into a Linked Service usage agreement with the Linked Service Provider in order to use the Linked Service. If the Customer do not agree to the Linked Service T&C, the Customer will not be able to use the Linked Service.
- In addition, if the Linked Service Provider does not provide the Linked Service to the Customer, the Customer agrees that there may be cases where the Customer cannot use the Service related to the linkage with the Linked Service, and that if all electronic data and information (hereinafter referred to as "the Relevant Information") stored in the Linked Service Provider's system is transmitted outside the Linked Service Provider's system, the Relevant Information. will be transmitted outside the linked service provider's system, and that within that scope, the Linked Service Provider will not be responsible for the protection, safety or integrity of the Relevant Information
- 30.2 The Customer shall consent to the fact that since the Service is a program which is provided in collaboration with the service provided by the third party (hereinafter referred to as "Third Party Provider"), there may be cases where the Service is not available where the relevant service of Third Party Provider is not provided to the Customer, that in the case that the Customer send any electronic data or information that they have saved in Third Party Provider's system (the "Send Information") outside Third Party Provider's system, the Send Information is sent outside the system of Third Party Provider, and that in such case and to such extent, Third Party Provider will not be responsible for the protection, safety or completeness of personal information regarding the Send Information.
- 30.3 The Customer shall consent to the fact that in connection with the use of the Service, the execution of a usage agreement concerning the service provided by Third Party Provider between Third Party Provider and the Customer. In addition, the Customer shall understand that the responsibility concerning the results of any changes to information such as any data on Third Party Provider's system using the Service will be borne by the Customer.
- 30.4 The Customer consent to the fact that WingArc may provide Third Party Provider with information relating to the Customer, in order to respond to the Customer's needs.

The Service is provided by WingArc based on the agreement between WingArc and Third Party Provider, and in the event that the said agreement is terminated, this Agreement will also be terminated; provided, however, that WingArc shall make its best effort to notify the Customer of the termination of this Agreement in advance, and discuss its future support with its Customer.

End of document

Established on August 12, 2020
Revised on March 18, 2022