

Terms of Use

These Terms of Use (hereinafter referred to as the “Terms”) set forth the matters to be observed by the users of the Service (as defined in Article 2) provided by Suishow inc. (hereinafter referred to as the “Company”) as well as the rights and obligations of the Company and such users with respect to the use of the Service. All persons intending to use the Service are required to review the entire text of the Terms before agreeing to the Terms.

Article 1 Scope of Application

- 1.1 The Terms define the rights and obligations of the Company and the Registered Users (as defined in Article 2), and apply to any relationship between the Company and the Registered Users with respect to use of the Service.
- 1.2 Rules and regulations concerning the Service posted by the Company on the Website (as defined in Article 2) from time to time shall constitute part of the Terms.

Article 2 Definitions

For the purposes of the Terms, the following terms shall have the meanings ascribed to them below:

- (1) “Applicant” has the meaning given to it in Article 3.
- (2) “Creator” means a Registered User who creates Product through the Service. The Company may be the Creator.
- (3) “Create” or “Creation” means the act of converting content into NFT in order to trade as a commodity on the Service.
- (4) “Description” means (i) the Product details, (ii) the rights granted by the Creator to use the Product and how to use the Product, (iii) the post-purchase benefits(if any)..
- (5) “Exhibit” or “Exhibition” means that a Registered User posts and sends information on the Service that is necessary for the transaction of the Products, and makes the Products accessible to other Registered Users and available for trading by the Registered Users.
- (6) “Exhibitor” means the Registered User who initial lists the Products through the Service. The Company may be the Exhibitor.
- (7) “GAS Fee” means Ethereum (including MATIC etc.) and other blockchain network charges.
- (8) “Intellectual Property Rights” means copyrights, patents, utility model rights, trademark rights, and any other intellectual property rights including, without limitation, the right to acquire such rights or to file an application for the registration of such rights.
- (9) “Product” means NFTs (Non-Fungible Token) which are the subject of transactions in the Service.
- (10) “Purchaser” means a Registered User who purchases Product through the Service.
- (11) “Registration Information” has the meaning given to it in Article 3.
- (12) “Registered User” means a natural or legal person who is registered as a user of the Service in accordance with the provisions of Article 3.

- (13) “Royalty” means the fee earned by the Creator by the Secondary Exhibitor selling to the Purchaser the Product created on the Service within the Service.
- (14) “Sales Fee” means the fee (including consumption tax) payable to us by the Exhibitor upon purchase of the Product listed by the Exhibitor or Secondary Exhibitor.
- (15) “Sales Price” means the price of the Product set by the Exhibitor or Secondary Exhibitor when displaying the Product in the Service.
- (16) “Secondary Exhibitor ” means a Registered User who exhibits the Product that has already been traded on the Service. The Company may be the Secondary Exhibitor.
- (17) “Service” means the service of a NFT (Non-Fungible Token) marketplace service focusing on 3D assets named “MetaMart” provided by the Company including, any services following any changes to the name or content thereof for any reasons.
- (18) “Third Party Services” means services provided by third parties, such as Meta Mask(<https://metamask.io/>), that allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency, or the like and that are used in relation to the Service.
- (19) “Third Party Provider” means an entity that provides Third Party Services.
- (20) “Third Party Terms of Use” means the terms (including, but not limited a terms and conditions of service stores such AppStore, Google Play, etc., terms and conditions of blockchain services and infrastructure providers, etc., terms and conditions for the use of Ethereum, Polygon and other tokens) that apply to the legal relationship between the Registered User and the Third Party Provider.
- (21) “Service Agreement” has the meaning given to it in Article 3.4.
- (22) “Unauthorized Product” means a product that has been created through data falsification, the use of unauthorized tools, or any other improper means, and a product that is prohibited from being transferred to a third party under the terms of use specified by the issuer or dealer of the product that handles the product.
- (23) “Website” means the website operated by the Company with the domain name metamart.space, including the website following any changes to the domain name or contents thereof for any reasons.

Article 3 Registration

- 3.1 Any person that intends to use the Service (hereinafter referred to as the “Applicant”) may apply to the Company for registration as a user of the Service by agreeing to abide by the Terms and providing the Company with the information required by the Company (hereinafter referred to as the “Registration Information”) in the manner specified by the Company.
- 3.2 The application for registration must be made by the natural or legal person that will use the Service and applications by proxy will not be accepted. For each application for registration, the Applicant shall provide true, correct and current information to the Company.
- 3.3 The Company may reject an application for registration if:
 - (1) the Company determines that the Applicant is likely to violate the Terms;

- (2) the Registration Information submitted to the Company contains, in whole or part, false or erroneous statements or omissions;
 - (3) a previous registration of the Applicant for the use of the Service was cancelled;
 - (4) the Applicant is a minor (*miseinensha*), an adult ward (*seinen-hi-koukennin*), a person under curatorship (*hi-hosanin*) or a person *under* assistance (*hi-hojonin*) and has not obtained the necessary consent of its respective legal representative, guardian, curator or assistant;
 - (5) the Company determines that the Applicant is an Antisocial Force (which means collectively organized crime groups (*boryokudan*), organized crime group members, quasi organized crime group members, persons for whom 5 years have not yet passed since ceasing to be organized crime group members or quasi organized crime group members, organized crime group-associated companies, corporate extortionists (*sokaiya*), rogue persons proclaiming themselves as social activists (*shakai undo to hyobo goro*), organized special intellectual crime groups (*tokushu chino boryoku shudan*) and other groups or individuals seeking economic benefit by conducting or using violence, force or fraud), or the Company determines that the Applicant is associated with or involved with any Antisocial Force in any manner such as cooperating or engaging in the maintenance, operation or management of any Antisocial Force through funding or any other method; or
 - (6) the Company otherwise reasonably determines that acceptance of the application for registration would be inappropriate.
- 3.4 The acceptance or rejection of applications for registration shall be determined by the Company in accordance with criteria established by the Company, including, without limitation, the items of Article 3.3. The registration of an Applicant as a Registered User shall be deemed to have been completed when the Company issues to the Applicant a notice stating that the application has been accepted. The completion of the registration constitutes the execution of the agreement (the “Service Agreement”) between the Registered User and the Company with respect to the use of the Service in accordance with the Terms
- 3.5 In the event of any change in its Registration Information, the Registered User shall promptly notify the Company of the updated information in accordance with the procedure specified by the Company and submit to the Company the materials as required by the Company.

Article 4 Use of the Service

- 4.1 During the effective term of the Service Agreement, the Registered User shall be entitled to use the Service in accordance with the Terms and in such manner as specified by the Company.
- 4.2 Registered Users are required to use Third Party Services designated by the Company in order to use the Services. The Company assume no responsibility for storage functions, such as wallets or the like and that are used in relation to the Service for cryptocurrency, and “smart contracts”(bytecode deployed to Ethereum or another blockchain) or other asset provided by Third Party Provider .

Article 5 Creation, Exhibition and Sale of NFT

- 5.1 Only users who have separately agreed with the Company may create NFT and exhibit it as a Product on the Service.
- 5.2 In the case of creating Product, the Creator shall describe the Product and scope of the rights granted to the Description. If the Creator does not describe the Product in the Description, the Creator does not grant the Purchaser permission to reproduce, publicly transmit, transfer, license to a third party, or otherwise use the images and videos that are the subject of the Product (including, but not limited to, commercial use). The Purchaser may use the images and videos that are the subject of the Product for privately viewing purpose only.
- 5.3 The Exhibitor shall exhibit in accordance with the guidelines for the Exhibition separately set forth by the Company.
- 5.4 The Exhibitor may sell the Product in a manner separately stipulated by the Company (including, but not limited to, the method of specifying the Sales Price and the auction method).
- 5.5 The Company may suspend, cancel or invalidate the exhibition without prior notice to the Exhibitor if the Exhibitor breaches any agreement with the Company or this Agreement, or if the Company reasonably deem it inappropriate. In the event of the suspension, cancellation or invalidation of the exhibition, the Company may invalidate the purchase for the exhibition and the Company shall not be liable to compensate for any damage to the Exhibitor.

Article 6 Secondary Exhibition and Sales of NFT

- 6.1 The Secondary Exhibitor may exhibit and sell the Product in his possession on the Service as a commodity in accordance with the matters separately set forth by the Company.
- 6.2 The Secondary Exhibitor shall be exhibited and sold subject to the Description(if any) of the Product.

Article 7 Purchase of NFT

- 7.1 Registered User may apply for the purchase of the Product at the Sale Price offered by the Exhibitor or the Secondary Exhibitor.
- 7.2 When the Exhibitor or the Secondary Exhibitor accepts the application set forth in the preceding paragraph, the Registered User shall enter into a sales contract for the Product.
- 7.3 In the event a sales contract for Product is concluded, the Registered User (the Purchaser) shall pay the consideration based on said sales contract.
- 7.4 The Purchaser may use the Product only to the extent stated in the Description of the Product. In the event the Purchaser breaches this clause, the Company may take measures such as canceling the Purchaser's Registration, but the Company shall not be responsible to the Author, the Exhibitor or the Secondary Exhibitor for such unauthorized use of the Product.

Article 8 Royalty

- 8.1 The Creator may set a rate of the Royalty at own discretion to the extent determined by the Company.
- 8.2 The Creator may receive Royalties upon the conclusion of a sales contract for the Product between the Secondary Exhibitor and the Purchaser on the Service.
- 8.3 The Royalty shall be burden by the Secondary Exhibitor but shall be paid directly by the Purchaser to the Creator.
- 8.4 In the event the Product is traded on a marketplace other than the Service, the Creator may not obtain Royalty.
- 8.5 In the event the Creator is subject to measures such as suspension of use or in the event of termination of the Service Agreement between the Creator and the Company, the Creator may not obtain Royalty.

Article 9 Sales Fee

The use of the Service shall be subject to the Sales Fee separately designated by the Company. In addition, in the event actual costs (including, but not limited to, GAS Fee) such as network fees for the Block Chain are incurred in connection with the use of the Service, the Registered User shall bear the costs. The Purchaser shall bear the cost of GAS Fee when purchasing the Product. In addition, the Company shall not be responsible for the increase in the cost of the GAS Fee, the delay of the transaction, or the failure of the transaction.

Article 10 Management of User ID

- 10.1 The Registered User shall be fully responsible for the security and safekeeping of its user ID and other information the Registered User have registered with the Company (the "Account Information"). The Registered User shall not cause or permit any third party to use the Account Information, and shall not loan, assign, change the registered name of, transfer, sell or otherwise dispose of the Account Information.
- 10.2 The Registered User shall be responsible and liable for any damage incurred as a result of inadequate management, wrong or improper use or use by a third party of the Account Information, or other similar events. In no event shall the Company be responsible or liable for such damage.
- 10.3 If the Registered User finds that its Account Information has been stolen or is used by a third party, the Registered User shall immediately notify the Company of such fact and follow the instructions provided by the Company.

Article 11 Prohibited Activities

- 11.1 The Registered User shall be prohibited from engaging in any of the following acts with respect to use of the Service:
 - (1) performing any act which would infringe any Intellectual Property Rights, portrait rights, privacy rights, credits, or other rights or interests of the Company, other Registered Users, the Third Party Providers or other third parties (including, without limitation, any act which causes such infringement directly or indirectly);

- (2) performing an act associated with a criminal act, or an act against public order and good morals;
- (3) performing illegal means, plans in connection with transactions of Product or making a false or misleading representation on important matters;
- (4) using Product for gambling;
- (5) conducting the following acts for the purpose of fluctuating the Sales Price of Product;
 - ① the act of disseminating to unspecified large number of person facts without reasonable grounds not directly experienced or recognized by the person;
 - ② the act of conducting that involves deceptive speech and behavior by means that may cause mistakes to others;
 - ③ the act of making a speech or behavior that gives someone else a speculative feeling;
- (6) transmitting information which is indecent or harmful to minors;
- (7) transmitting information relating to relationships with people of the opposite sex;
- (8) performing any act which violates any law or regulation, or the internal rules of the entity of which the Company or the Registered User is a member;
- (9) dealing with money laundering or being used for any other illegal activity (including, but not limited, in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism)
- (10) transmitting information containing computer viruses or other harmful computer programs;
- (11) soliciting other Registered Users, such as the distribution of advertisements
- (12) listing Unauthorized Product
- (13) selling the product to different parties at the same time or attempting to do so
- (14) listing, selling or purchasing Product without the intention of listing, selling or purchasing Product;
- (15) transmitting through the Service a volume of data which is larger than the size of data specified by the Company;
- (16) registering or seeking to register in the Service by the same person;
- (17) registering or seeking to register in a name other than the name of the person in question, such as a fictitious name or the name of another person;
- (18) carrying out or intending to carry out a transaction in a fictitious name or in the name of another person, etc. in a name other than the name of the person in question;
- (19) using the Services for a purpose different from the intended use of the Service;
- (20) performing any act that is reasonably recognized to be likely to interfere with the operation of the Service by the Company; or
- (21) performing any other acts that are reasonably determined by the Company to be inappropriate.

11.2 In cases where the Company reasonably determines that an act involving transmission of information conducted by the Registered User falls or is likely to fall under any of the items listed in Article 11.1, the Company may delete all or part of such information without any prior notice to the Registered User. The Company shall in no event be responsible or liable for any damage incurred by the Registered User as a result of any action taken by the Company pursuant to this

Article 11.2.

Article 12 Discontinuation or Suspension of the Service

12.1 In the event of any of the following circumstances, the Company shall reserve the right to permanently discontinue or temporarily suspend all or part of the Service without prior notice to the Registered User:

- (1) when the Company conducts scheduled or unscheduled inspections or maintenance of the computer systems relating to the Service;
- (2) when a computer or telecommunications network ceases to operate or function as a result of an accident;
- (3) when investigating the unauthorized use of an account of a Registered User;
- (4) when the Company's assets are stolen by hacking or other means
- (5) when the Service becomes inoperable due to fire, power failure, natural disaster, or any other cause of force majeure;
- (6) when trouble, discontinuation or suspension of service, discontinuation of association with the Service, changes of specifications, etc. occur with respect to the Third Party Services; or
- (7) when for any other reason the Company reasonably determines that discontinuation or suspension is necessary.

12.2 The Company may, by its reasonable determination, terminate the Service. In such case, the Company shall give prior notice to the Registered User.

12.3 The Company shall not be responsible or liable for any damage incurred by the Registered User as a result of any action taken by the Company in accordance with this Article 12.

Article 13 Preparation of Equipment

13.1 The Registered User shall, at its own cost and responsibility, prepare and maintain computers, smartphones, software and other devices and communication lines and other equipment and services relating to network that are necessary to enable it to use the Service.

13.2 The Registered User shall, at its own cost and responsibility, prepare and maintain security systems suitable for its settings and conditions for use of the Service to avoid attacks by computer viruses, unauthorized access, information leakage, etc.

13.3 The Company is under no obligation to retain messages or other information transmitted by or to the Registered User through the Service even in cases where such information has been retained by the Company for a certain period for operational reasons, and the Company may delete such information at any time at its discretion.

13.4 If the Registered User, at the commencement of or during the use of the Service, installs software or programs from the Website onto its computers by way of downloading or other means, the Registered User shall exercise due care in order to prevent any loss or alteration of information held by it, or any fault or damage to its equipment.

Article 14 Ownership and Intellectual Property Rights

- 14.1 All ownership rights and Intellectual Property Rights in and to the Service and the Website shall vest in the Company or its licensors, and unless otherwise provided for expressly herein, the use of the Service permitted through the registration under the Terms shall not be construed as assigning, or granting any license with respect to, any Intellectual Property Rights relating to the Website or the Service held by the Company or its licensors. The Registered User shall not, for any reason whatsoever, perform any act which would infringe any Intellectual Property Rights of the Company or its licensors, including, without limitation, disassembling, decompiling, or reverse engineering.
- 14.2 The Registered Users shall grant to the Company a non-exclusive, sublicensable and royalty-free license to copy, reproduce, modify or otherwise use, without any restriction, the texts, graphics, videos and other data uploaded to or transmitted via the Website or the Service by the Registered User for the purpose of advertising and marketing the Service.

Article 15 Cancellation of Registration

- 15.1 The Company may temporarily suspend use by the Registered User of the Service or deregister the Registered User without any prior notice if:
- (1) the Registered User violates any provision of the Terms;
 - (2) the Registration Information is found to contain false information;
 - (3) the Registered User uses or attempts to use the Service for such purposes or in such a manner that may cause damage to the Company, other Registered Users, the Third Party Providers or other third parties;
 - (4) any Third Party Service or its association with the Service is made unavailable to the Registered User by the Third Party Provider due to violation by the Registered User of the Third Party Terms of Use or other reasons;
 - (5) the Registered User interferes with the operation of the Service by any means;
 - (6) payment by the Registered User is suspended, or the Registered User becomes insolvent, or an application for a proceeding for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar proceedings is made with respect to the Registered User;
 - (7) the Registered User dishonors any note or check issued or accepted by it;
 - (8) a petition is filed against the Registered User for attachment, provisional attachment, provisional disposition, judicial enforcement or an auction sale;
 - (9) the Registered User becomes subject to the procedures for tax delinquency;
 - (10) the Registered User dies or is subject to an order for the commencement of guardianship, curatorship or assistance;
 - (11) the Registered User falls under any of the items listed in Article 3.3; or
 - (12) the Company reasonably determines that the Registered User is dealing with money laundering or Registered User's Account Information is being used for any other illegal activity (including, but not limited, in case of application of any applicable law or regulation, including laws related to anti-laundering (legalization) of incomes obtained by criminal means, or for counteracting financing of terrorism);
 - (13) the Company reasonably determines that the continuation of the registration of

- the Registered User would be inappropriate.
- 15.2 In cases where the Registered User falls under any of items listed in Article 15.1, any and all monetary debt of the Registered User to the Company shall become forthwith due and payable and the Registered User shall immediately settle such monetary debt.
 - 15.3 The Registered User may cancel the Registered User's registration as a Registered User by sending 10 days' prior notice to the Company in accordance with the procedures specified by the Company. The Service Agreement shall terminate upon the cancel of the Registered User from the Registration.
 - 15.4 The Company shall in no event be responsible or liable for any damage incurred by the Registered User as a result of any action taken by the Company in accordance with the provisions of this Article 15.
 - 15.5 In the event of the cancellation of the registration pursuant to this Article 15, the Registered User shall return, destroy or otherwise dispose of the software, manuals or any other materials supplied by the Company in connection with the Service, in accordance with the instructions provided by the Company.
 - 15.6 In the event of termination of the Service Agreement with Registered User, the Company shall not be obliged to store information on the Registered User or data on the Registered User's Products (including, but not limited to, NFT images or video data).

Article 16 Disclaimer and Limitation of Liability

- 16.1 The Company makes no warranty for value of Product or Persistence of Product.. The Service is provided "as is", and the Company makes no warranty of any kind, including, without limitation, warranty of fitness for particular purpose, merchantability, completeness or consistency, with respect to the Service.
- 16.2 The Company provide the service of providing a trading platform for Product, and The Company do not make any warranty that there is no reason to nullify, cancel, cancel, or otherwise impede the conclusion or validity of a contract in a sales contract concluded.
- 16.3 The Company do not make any warranty that Product the Company deal with do not infringe the Intellectual Property Rights of third parties.
- 16.4 The Company is not responsible for any losses or dam caused by the surge in network Fees (including, but not limited to, GAS Fee) for blockchains, forks, or the occurrence of technical node issues. The Company is not responsible for sustained casualties due to vulnerability or any kind of failure, abnormal behavior of software (e.g., wallet, smart contract), blockchains or any other features of Product or NFT.
- 16.5 The Company does not make any warranty which is not expressly provided for in the Terms even in cases where the Registered User has acquired from the Company, directly or indirectly, any information concerning the Service, the Website, other Registered Users or any other matter.
- 16.6 Although the Service may be associated with the Third Party Services, the Company makes no warranty regarding such associations. The Company shall not be responsible or liable for failure or unavailability of such associations except those attributable to the Company.

- 16.7 In cases where the Service is associated with the Third Party Services, the Registered User shall comply with the Third Party Terms of Use at its own cost and responsibility. In no event shall the Company be responsible or liable for disputes, etc. that arise between the Registered User and the Third Party Providers due to the Registered User's incompliance with the Third Party Terms of Use.
- 16.8 The Registered User shall investigate at its own cost and responsibility to determine whether or not its use of the Service will violate any law or regulation to NFT and cryptographic properties applicable to the Registered User or the internal rules of the entity of which the Registered User is a member, and the Company makes no warranty that the use of the Service by the Registered User will comply with the laws and regulations applicable to the Registered User and the internal rules of the entity of which the Registered User is a member.
- 16.9 The Company make no warranty that any future enactment or change in the tax system, including the laws and regulations or related income and consumption taxes, on NFT and cryptographic assets will not cause damage to the Registered User if such enactment or change has retroactively taken effect.
- 16.10 The Purchaser and the Exhibitor are responsible for confirming and fulfilling any domestic and international tax treatment of the Purchaser and the Exhibitor, and the Company shall not be liable to any such thing.
- 16.11 The Registered User shall, at its full responsibility, treat and resolve all transactions, communications, disputes, etc. in connection with the Service or the Website which arise between the Registered User and other Registered Users, the Third Party Providers or other third parties. In no event shall the Company be responsible or liable for such matters except those attributable to the Company.
- 16.12 In no event shall the Company be responsible or liable for any suspension, discontinuation, unavailability or modification of the Service caused by the Company, deletion or loss of any message or information of the Registered User, cancellation of the registration of the Registered User, loss of data or failure of or damage to equipment through use of the Service, or any other damage incurred by the Registered User in connection with the Service, except those attributable to the Company.
- 16.13 Even if the Website contains links to and from other websites on the Internet, the Company shall not be responsible for any websites other than the Website or any information obtained therefrom, except where the reason for the responsibility are attributable to the Company.
- 16.14 The Company shall not be liable to the Registered User for any failure to perform the obligations (includes but is not limited to, the inability to view Product's image or video.) under the Service Agreement to the extent that and so long as such performance is prevented due to any cause beyond the Company's reasonable control (including, without limitation, fires, power failures, hacks, computer virus infections, earthquakes, floods, wars, epidemics, embargoes, strikes, riots, impossibility to secure supplies and transit facilities, interventions, instructions or requests by governments or local governments and any enactment, revision or abolition of domestic and foreign laws and regulations).
- 16.15 Even if the Company shall be responsible or liable for the damage by the application of compulsory provisions in laws including, without limitation, the Consumer Contract Law of Japan, or other reasons, the responsibility and liability of the

Company for such damage (i) shall be limited to direct and normal damages (not including other damages such as lost profits and indirect damages) and (ii) shall not exceed the total amount of Sales Fee that the Company actually receives from the Registered User during the one month preceding the date on which the cause of such damage occurs.

Article 17 Indemnification by the User

- 17.1 The Registered User shall indemnify and hold harmless the Company from and against any damage incurred by the Company resulting from any breach by the Registered User of any provision of the Terms or in relation to use by the Registered User of the Service.
- 17.2 The Registered User shall immediately notify the Company of any claim against the Registered User brought by other Registered Users, any Third Party Providers or other third parties in connection with the Service or of any dispute arising between the Registered User and any of the other Registered Users or other third parties, and shall settle such claim or dispute at its own cost and responsibility and, upon the Company's request, report the processes and results of the settlement to the Company .
- 17.3 In cases where a claim is brought against the Company by other Registered Users, the Third Party Providers or other third parties for infringement of rights or for any other reason with respect to the use of the Service by the Registered User, the Registered User shall compensate the Company for any amounts that the Company is required to pay to such other Registered Users, the Third Party Providers or other third parties as a result of such claim.

Article 18 Confidentiality

- 18.1 For the purposes of the Terms, the "Confidential Information" means any and all information related to technology, business, operation, finance, organization, etc. of the Company which may be provided or disclosed by the Company to, or comes to the knowledge of, the Registered User in connection with the Terms or the Service in writing, orally or in storage media, etc., but excluding information (1) which is generally available to the public or known to the Registered User at the time when the information is provided or disclosed by the Company to or comes to the knowledge of the Registered User; (2) which becomes publicly known through publication or otherwise without fault of the Registered User after the information is provided or disclosed by the Company to or comes to the knowledge of the Registered User; (3) which the Registered User has lawfully acquired without any obligation of confidentiality from a third party authorized to provide or disclose the information; (4) which the Registered User has developed independently of the Confidential Information, or (5) which is confirmed by the Company in writing to be excluded from the obligation of confidentiality.
- 18.2 The Registered User shall use the Confidential Information solely for the purpose of using the Service hereunder, and shall not provide, disclose or divulge the Confidential Information to any third party without the Company's prior written consent.

- 18.3 Notwithstanding Article 18.2, the Registered User may disclose the Confidential Information when such disclosure is required by law or by an order, requirement or request of a court or governmental authority; provided, however, that such order, requirement or request shall be promptly notified to the Company by the Registered User.
- 18.4 The Registered User shall first obtain the prior written consent of the Company if it intends to reproduce any document or magnetic storage media containing the Confidential Information, and shall keep the reproductions under strict control in the same manner as provided for in Article 18.2.
- 18.5 At any time upon request by the Company, the Registered User shall promptly return to the Company or destroy the Confidential Information and the documents or other storage media containing or including the Confidential Information along with all reproductions thereof in accordance with the instructions of the Company.

Article 19 Treatment of Personal Information

- 19.1 Treatment by the Company of the Registered User's personal information (as defined in Article 2, Paragraph 1 of Act on the Protection of Personal Information) shall be subject to the provisions of the Company's privacy policy, which is separately prescribed by the Company, and the Registered User hereby agrees to treatment by the Company of the Registered User's personal information pursuant to such privacy policy.
- 19.2 The Company may, in its sole discretion, use or make public any information or data provided by the Registered User to the Company as statistical information in a form that cannot identify individuals, and the Registered User may not raise any objection to such use or publication.

Article 20 Effective Term

The Service Agreement shall become effective on the date of the completion of the registration pursuant to Article 3 in respect of the Registered User, and remain in force and effect between the Company and the Registered User until the earlier of the termination of the registration or the cessation of the provision of the Service.

Article 21 Amendment and Changes to Terms, etc.

- 21.1 The Company reserves the right to make changes to the contents of the Service without restriction.
- 21.2 The Company reserves the right to make amendments to the Terms (including, without limitation, the rules and regulations concerning the Service which may be posted on the Website; the same shall apply hereinafter in this Article 21). In the event of any amendment to the Terms, the Company shall notify the content and effective date of such amendment in a manner specified by the Company before such effective date. If the Registered User uses the Service after such notified effective date, [or fails to take steps to cancel the registration within the time specified by the Company], the Registered User shall be deemed to have agreed to such amendment made to the Terms.

Article 22 Notice

Any inquiries with respect to the Service or other communications or notices from the Registered Users to the Company, or the notices concerning any amendment to the Terms or other communications or notices from the Company to the Registered User shall be made in accordance with the procedures specified by the Company.

Article 23 Assignment of Terms

23.1 The Registered User shall not assign, transfer, grant security interests on or otherwise dispose of its status under the Service Agreement or rights or obligations under the Terms without the prior written consent of the Company.

23.2 In cases where the Company assigns the business related to the provision of the Service to a third party by any means, such as through a business transfer or company split, the Company may, as a part of such assignment of business, assign to the third party assignee its status under the Service Agreement, its rights and obligations under the Terms, and the Registration Information and other information relating to the Registered User, and the Registered User hereby agrees to such assignment in advance.

Article 24 Entire Agreement

The Terms constitute the entire agreement between the Company and the Registered User with respect to the matters contained herein, and supersede all prior agreements, representations and understandings, whether oral or in writing, between the Company and the Registered User with respect to the matters contained herein.

Article 25 Severability

If any provision of the Terms or part thereof is held to be invalid or unenforceable under the Consumer Contract Law of Japan or other laws or regulations, the remaining provisions hereof shall remain in full force and effect, and the Company and the Registered User shall endeavor to agree to an amendment thereof to the extent necessary to make such invalid or unenforceable provision or part thereof legally operative in order to achieve the same purpose and same legal and economic effect as originally contemplated by such invalid or unenforceable provision or part thereof.

Article 26 Survival of Provisions

The provisions of Articles 4.2, 5.5, 6.2, 7.3, 7.4, 8.5, 9 10.2, 11.2, 12.3, 13, 14, 15.2, 15.4 through 15.6, 16 through 19, 23, 26, 27 shall survive the expiration or termination of the Service Agreement and remain in full force and effect; provide, however, that Article 18 shall survive only for 1 year from the expiration or termination of the Service Agreement.

Article 27 Governing Law and Jurisdiction

The Terms shall be governed by the laws of Japan without regard to conflict of laws principles. Any and all disputes arising out of or in connection with the Terms shall be submitted to the exclusive jurisdiction of the Tokyo District Court or the Tokyo Summary Court in the first instance.

Article 28 Resolution Through Discussion

Any matters not provided for in the Terms or those giving rise to any doubts with respect to the interpretation of the Terms shall be promptly resolved through good faith discussions between the Company and the Registered User.

Enacted on 1 December, 2021