

## Terms of Use

### Article 1 Scope

1. The purpose of the Terms is to set forth the terms and conditions for the provision of the Service and the rights and obligations between the Company (as defined below) and the Registered Users (as defined below), and the Terms shall be applied to all aspects of the relationship between the Registered Users and the Company in connection with the Service.
2. If there is any conflict between the Terms and the Rules or any other description regarding the Service not provided for herein, the Terms shall prevail.

### Article 2 Definitions

For purposes of the Terms, the following terms have the following meanings.

- (1) "**Service Agreement**" means the agreement relating to the use of the Service to be executed under the terms and conditions of the Terms between the Company and the Registered User.
- (2) "**IP Rights**" means copyrights, patents, utility model rights, design rights, trademark rights and other intellectual property rights (including rights to obtain, or apply for registration of, such rights).
- (3) "**Company**" means mui Lab, Inc.
- (4) "**Website**" means such website as may be from time to time operated by the Company.
- (5) "**Registered User**" means any person or entity that has been registered as a user of the Service pursuant to Article 3 (Registration).
- (6) "**Service**" means the service provided by the Company with respect to mui Board and/or mui Web application under the name of mui (or if the name or content thereof is modified for any reasons, such modified service).

### Article 3 Registration

1. A person wishing to use the Service may apply to the Company for registration to use the Service by agreeing to comply herewith and providing certain information as specified by the Company (the "**Registration Information**") in accordance with the manner as may be prescribed by the Company.
2. The registration as a Registered User of the person that has made an application pursuant to Paragraph 1 of this Article 3 ("**Applicant**") shall be completed upon the notice by the Company pursuant to this Paragraph.
3. Upon completion of the registration pursuant to the preceding Paragraph, the Service

Agreement shall become effective between the Registered User and the Company, allowing the Registered User to use the Service pursuant to the Terms.

4. The Company reserves the rights to refuse registration or re-registration of any Applicant without any obligation to disclose the reasons, in the event that:
  - (1) The whole or any part of the Registration Information provided by the Applicant to the Company is found to be false, inaccurate or omitted;
  - (2) The Applicant is a minor, adult ward or person under curatorship or assistance, and applicable approval or consent has not been obtained from such Applicant's legal representative, guardian, curator or assistant;
  - (3) The Applicant is determined by the Company to (i) constitute an organized crime group or a member thereof, rightist organization, anti-social force or other similar person or entity (collectively, "Antisocial Force"), or (ii) have any interaction or involvement with an Antisocial Force in any manner such as assisting or being involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means;
  - (4) The Applicant is determined by the Company to be a party having violated any agreement with the Company, or to have been involved with such violating party;
  - (5) The Applicant has suffered any of the measures under Article 10; or
  - (6) In addition to the foregoing, the Company deems the registration inappropriate.

#### **Article 4 Change to Registration Information**

The Registered User shall promptly notify the Company of any change to the Registration Information in the manner as prescribed by the Company.

#### **Article 5 Password and User ID Management**

1. The Registered User shall be responsible for keeping and maintaining its password and user ID for the Service in an appropriate manner, and may not cause a third party to use, or provide, transfer, change the name of, sell or otherwise dispose of, the same.
2. The Registered User shall be, and the Company shall in no event be, liable for damages arising out of inappropriate management, misuse, or use by a third party of the Registered User's password or user ID.

#### **Article 6 Fees**

The Service is free of charge. However, communication fee may be required to use the Service and, in which case the Registered User shall bear such fee. The Company may change and charge to the Customer fees for the Services at its discretion.

## **Article 7 Prohibited Actions**

When using the Service, the Registered User may not conduct any act that falls under, or is determined by the Company to fall under, any of the following:

- (1) acts that violate any laws or regulations or that are associated with criminal activity;
- (2) acts that defraud or threaten the Company, other Registered Users or other third parties;
- (3) acts against public order and good morals;
- (4) acts that infringe any IP Rights, portrait rights, privacy rights, reputation or other rights or interests of the Company, other Registered Users or other third parties;
- (5) acts to transmit through the Service to other Registered Users any information or data that falls under, or is determined by the Company to fall under, the information or data that:
  - contains excessively violent or cruel content;
  - contains computer viruses or other hazardous computer programs;
  - contains content that damages the reputation or the credit of the Company, other users of the Service or other third parties;
  - contains excessively indecent content;
  - contains content that encourages discrimination;
  - contains content that encourages suicide or self-mutilation;
  - contains content that encourages drug abuse;
  - contains antisocial content;
  - is intended to be distributed to third parties, including but not limited to chain mails; or
  - contains content that causes uncomfortable feelings to third parties.
- (6) acts that place an excessive burden on the network or system of the Service;
- (7) acts to reverse-engineer or otherwise analyze the software or other systems provided by the Company;
- (8) acts that are likely to interrupt the operation of the Service;
- (9) acts to access the network or system of the Company improperly;
- (10) acts to impersonate a third party;
- (11) acts to use the user ID or password of other users of the Service;
- (12) acts of exploitation, advertisement, soliciting or marketing through the Service without the Company's prior consent;
- (13) acts to collect information of other users of the Service;
- (14) acts that cause disadvantage, damage or uncomfortable feelings to other users of the

- Service or other third parties including, without limitation, resale of mui Board;
- (15) acts to provide Antisocial Forces with profit;
  - (16) acts that are intended to meet unacquainted persons of the opposite sex;
  - (17) acts that, directly or indirectly, cause or facilitate the acts listed in Items (1) through (16) above;
  - (18) attempting to conduct any of the acts listed in Items (1) through (17) above; or
  - (19) other acts that the Company deems to be inappropriate.

#### **Article 8 Suspension of Service**

The Company shall be entitled to, without any advance notice to the Registered User, suspend or discontinue the Service, in whole or in part, in the event that:

- (1) Inspection or maintenance of the computer system for the Service needs to be performed due to urgent circumstances;
- (2) The Company becomes unable to provide the Service due to error in computers or communication lines, wrong operation, excessively concentrated access, unauthorized access, hacking or the like;
- (3) The Company becomes unable to provide the Service due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damage, power blackout and other natural disasters; or
- (4) The Company determines that suspension or discontinuance is required for other reasons.

#### **Article 9 Ownership of Rights**

Any and all IP Rights related to the Website and the Service are expressly reserved by the Company or its licensor. Nothing contained herein shall be construed as granting to the Registered User a license of the IP Rights related to the Website and the Service owned by the Company or its licensor.

#### **Article 10 Registration Cancellation**

1. If any of the following events arises in relation to a Registered User, the Company may, without prior notice or demand, temporarily suspend the use by the Registered User of the Service, or cancel the Registered User's registration as such:

- (1) The Registered User fails to comply with any of the provisions hereof;
- (2) Any of the Registration Information is found to be false;
- (3) The Registered User undergoes payment suspension or becomes insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special

- liquidation or other similar procedure was filed against the Registered User;
- (4) The Registered User has not used the Service for 6 months or more;
  - (5) The Registered User has not responded to inquiries from the Company or other communications requiring a response for 30 days or more;
  - (6) The Registered User falls under any of Items of Paragraph 4 of Article 3; or
  - (7) It is determined to be inappropriate by the Company that the Registered User continues to use the Service or to be registered as a Registered User.
2. In any of the events set forth in Items of the preceding Paragraph, all amounts owed to the Company by the Registered User shall automatically become due and payable, and the Registered User shall immediately pay to the Company such amounts in full.

#### **Article 11 Withdrawal**

1. The Registered User may withdraw from the Service and cancel its registration as a Registered User by completing the procedure as specified by the Company.
2. Upon withdrawal from the Service, any and all debt of the Registered User to the Company, if any, shall automatically become due and payable, and the Registered User shall immediately pay to the Company such debts in full.
3. Treatment of user information after the withdrawal from the Service shall be subject to the provisions of Article 15.

#### **Article 12 Modification and Termination of Service**

1. The Company shall be entitled to at any time modify or terminate the Service in its own discretion.
2. The Company shall notify in advance the Registered User of any intended termination by the Company of the Service.

#### **Article 13 Disclaimer and Waiver of Warranties**

1. THE COMPANY MAKES DOES NOT MAKE WARRANTIES, EXPRESS OR IMPLIED,
  - (i) that the Service fits or is suitable for a particular purpose contemplated by the Registered User, (ii) that the Service has expected functions, commercial value, accuracy or usefulness, (iii) that the use by the Registered User of the Service complies with the laws and regulations or internal rules of industrial organizations that are applicable to the Registered User, or (iv) that the Service will be free of interruption or defects.
2. The Company shall not be liable for the damages incurred by the Registered User in relation to the Service unless such damages are caused by the Company's willful misconduct or gross negligence

3. Any transactions, communications and disputes arising between the Registered User and other Registered Users or a third party in connection with the Service or the Website shall be addressed and resolved by the Registered User at its responsibility.

#### **Article 14 Confidentiality**

The Registered User shall keep confidential any and all non-public information disclosed in relation to the Service by the Company to the Registered User for which the Company, at such disclosure, requires the Registered User a confidential treatment, unless the Registered User has obtained the prior written approval from the Company.

#### **Article 15 Treatment of User Information**

1. Treatment by the Company of the Registered User's information shall be subject to the provisions of our Privacy Policy, which is separately prescribed, and the Registered User hereby agrees to treatment by the Company of the Registered User's information pursuant to such Privacy Policy.
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 an individual, and the Registered User may not raise any objection to such use or publication.

#### **Article 16 Amendment**

The Company reserves the right to amend or change the Terms when the Company finds it necessary. In the event of any amendment or change to the Terms, the Company shall inform the effective time and content of the amended or changed Terms by posting on the Website or other appropriate way, or notify the Registered User of the same.

Notwithstanding the foregoing, the Company shall obtain the Registered User's consent in a manner specified by the Company for the amendment or change of the Terms that requires such consent under the applicable laws.

#### **Article 17 Notice**

1. Any communications or notices from the Registered User to the Company, including but not limited to inquiries with respect to the Service, and any communications or notices from the Company to the Registered User, including but not limited to notices concerning any amendment to the Terms shall be made in accordance with the procedures specified by the Company.
2. Any communication or notice made by the Company that is addressed to the e-mail

address included in the Registration Information of a Registered User shall be deemed to be received by the Registered User.

#### **Article 18 Assignment**

1. The Registered User shall not assign, transfer, grant security interests on or otherwise dispose of the Service Agreement or its rights or obligations under the Terms without the prior written consent of the Company.
2. In cases where the Company transfers the business regarding the Service to a third party, the Company may, as part of such transfer, assign to the third party the Service Agreement, the rights and obligations of the Company under the Terms, and the Registration Information and other information relating to the Registered User, and the Registered User hereby agrees to such transfer in advance. The business transfer referred to above in this Paragraph shall include, in addition to the usual form of business transfer, a company split or any other form that would result in a business transfer.

#### **Article 19 Severability**

If any provision of the Terms or a part thereof is held to be invalid or unenforceable under Consumer Contract Law of Japan or other laws or regulations, the remaining provisions hereof or the remaining portion of the provision held invalid or unenforceable in part shall remain in full force and effect.

#### **Article 20 Governing Law and Jurisdiction**

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

*The Terms shall be executed in the Japanese language. Japanese shall be the governing language and any translation of the Terms into any other language is for convenience of reference only and shall not bind the parties hereto.*

Prescribed on January 29, 2020.

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