



Premiere Conferencing (Japan), Ltd
V-CUBE Terms of Use of Services (Yakkan)

Premiere Conferencing (Japan), Inc. ("Company") shall provide V-CUBE services to customers (as defined below) based on the following terms of use of services ("Terms").

1 Definitions

"Agreement" means the terms of use of the Services (as defined below) in accordance with these Terms.

"Customer" means a legal entity or individual that applies for the Services in accordance with these Terms and to whom Company has issued IDs (as defined below), or those persons who use the Services as an invitee of the said legal entity or individual and those persons who install the Software (as defined below).

"Customer Content" means all data, text, images, sounds, computer programs, photographs, pictures, illustrations, designs, icons, articles, audio clips, trademarks, logos, and video clips and any other information that is uploaded by or for the Customer in connection with use of the Services, and is owned by the Customer and/or Users including invitees of the Customer.

"ID" means V-CUBE ID, ID for Room-Based Plan or ID for ID-Based Plan issued by Company to the Customer with respect to the Services.

"Information Terminal" means hardware equipment, such as computers, smart phones and tablets, necessary for use of the Services.

"Registration Information" means the name, address, email address, password, credit card information and other information necessary for providing the Services to the Customer by Company and which the Customer will register with Company.

"Services" means those services of the "V-CUBE" cloud visual communications services designated by the Customer in its application to Company or Company's Partner.

"Site" means <http://jp.pgi.com/terms-of-service/> or any successor or parallel web site.

"Software" means a software required to be installed for use of a part of the Services functions.

"Taxes" means taxes, public duties, customs duties, levies, and any other governmental assessment of any nature, including but not limited to consumption, value-added, sales, or use taxes, or withholding tax, assessable by any national, local or foreign jurisdiction.

"Term" means the duration of this Agreement commencing with the earlier of: (a) the date the ID is delivered to the Customer, or (b) the date when the Customer installs the Software in the Information Terminal, and continuing until the end of the duration of this Agreement fixed in accordance with the Services plan.

"Territory" means any of the following countries or areas: (a) the country or area which the Customer is in when applying for the Services, or (b) the country or area which the Customer is in when using the Services.

"Users" means those persons within Customers who use the Services as an invitee of a legal entity or individual to whom Company has issued IDs, or install the Software.

"Company" means Premiere Conferencing (Japan), Inc., a company incorporated under the laws of Japan and located at 21-2, Shinkawa 1-chome, Chuo-ku, Tokyo, Japan and its parent companies, its subsidiaries and any other affiliates.

"Company's Partner" means any entity recognized by V-cube as a partner for purposes of providing the Services.

2 The Terms

2.1 These Terms govern the terms in connection with the use of the Services between Company and the Customer.

2.2 In connection with the Services used by the Customer, Company has provided at each respective Customer ID-issuing Company post, additional terms which constitute a part of the Terms. Additional terms may stipulate varying conditions regarding the Services, fees, payment method, termination, support, free plans and supply of the Beta version of a new function test, etc. If there are any discrepancies between these Terms and the additional terms, the additional terms shall prevail. The Customer should check the additional terms for details.



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2.3 By logging into the Services, or downloading, installing or using the Software, the Customer is deemed to have agreed to the Terms. The Customer should read these Terms carefully before logging into the Services or downloading, installing or using the Software.

2.4 Company may amend these Terms at any time without obtaining approval of the Customer. Amendment of the Terms become effective from the time Company posts such amended Terms on the Site. The Customer should periodically visit the Site to examine the updated Terms.

3 The Services

3.1 The Services is an in-the-cloud service used by the Customer where the Customer accesses the servers installed by Company via the Internet and logs in by using the Customer's ID. Subject to the Customer's compliance with these Terms, Company grants to the Customer the non-exclusive use of the Services.

3.2 The Customer will arrange, at its own responsibility and expense, for Information Terminals, web cameras, head sets, any other peripheral equipment and an Internet connection which may become necessary for using the Services.

3.3 Some of the functions of the Services require the Software. Subject to the Customer's compliance with these Terms, Company grants to the Customer the non-exclusive use of the Software during the Term limited to the purpose of using the Services.

3.4 The Customer shall procure, at its own responsibility and expense, the Software by downloading it from websites designated by V-cube or from application distribution sites operated by third parties including Apple App Store or Google Play; provided, however, some Information Terminals may have the Software pre-installed. The handling of the pre-installed Software shall be the same as the downloaded Software.

3.5 The Customer may use the Services to the extent it does not violate any national or international laws and regulations, including without limitation, laws relating to intercepting, monitoring and/or recording communications, approval of VoIP functions, privacy and data protection and public displays or performances, and export and re-export.

3.6 Unless expressly stipulated in these Terms, patent rights, utility model rights, design rights, trademark rights, copyright and any other intellectual property rights relating to the Services and/or the Software belong to the original supplier, V-cube, Inc. The Customer will not acquire any intellectual property rights relating to the Services and/or the Software.

3.7 Company may, in its sole discretion, change functions, interface, security, availability, contents and other information of the Services and/or Software (collectively, "Updates"). The Customer will be deemed to agree to these Terms upon the use of the Services and/or Software with the Updates. Company will, in accordance with Company's standard procedures, provide the Services with the Updates by automatic transmission, access, installation and other means without giving notice to the Customer or obtaining consent of the Customer. Provided, however, Company has no obligation to, and nothing in these Terms may be construed to require Company to implement the Updates.

3.8 Depending on the plan of the Services, a part of the display of the Services and/or the Software may show advertisements, surveys, marketing research, provision of services and other notices by other third parties ("Advertisements, etc."). However, this does not mean that Company recommends the contents of such Advertisements, etc., and Company shall not be in any way liable for any damages the Customer may suffer due to the Advertisements, etc.

3.9 The Services and/or the Software may have functions designed to interoperate with services provided by third party vendors other than Company ("Affiliated Services"). The Customer may be required to use the Affiliated Services from the vendor to use the Services and/or the Software, and in such case the Customer will abide by the terms of use with such vendors in connection with the use of the Affiliated Services. If the Affiliated Services become unavailable due to termination of the Affiliated Services by the vendors and other reasons, Company may terminate the provision of such functions, and Company shall not be in any way liable for any damages the Customer may suffer due to such termination.



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4 Application for the Services

4.1 If the Customer is entering into this Agreement on behalf of a company or other legal entity, the Customer is deemed to have all authority to enter into the Agreement.

4.2 If the Customer is under 18, or is considered a minor in the Territory, the Customer may not apply for the Services without the consent of the Customer's parent or legal guardian.

5 ID

5.1 The Customer shall manage its ID properly to prevent unauthorized use. In addition, the Customer shall change the password for the Services periodically, use characters that cannot be easily analogized by others or otherwise take sufficient care and proper management to prevent unauthorized use.

5.2 The Customer shall notify Company immediately and adhere to Company's instructions of any unauthorized use of IDs or the possibility thereof the Customer becomes aware.

5.3 The Customer, to whom Company has issued the ID, shall cause Users and other persons who use the Services under the ID issued to the Customer, to comply with the Terms. Acts of persons using the Services under the ID issued to the Customer shall be deemed as the acts of such Customer.

5.4 Company shall not be in any way liable for any damages the Customer may suffer due to the unauthorized use of the ID.

6 Services Fee

6.1 The Services fee is composed of a fixed fee based on the grant of use of the Services and the pay-as-you go fee based on actual use.

6.2 The Services fee is based on various conditions expressly stipulated in these Terms. If Company agrees to change the conditions expressly stipulated in these Terms upon request by the Customer, the Services fee shall be changed accordingly.

6.3 Unless expressly stipulated in these Terms, the Services fee will not be pro-rated regardless of the beginning and end of the Term.

6.4 The Services fee does not include Taxes. The Customer is responsible for paying all Taxes associated with the use of the Services.

6.5 The Services fee may be invoiced by a Company's Partner. In such case, the Customer shall pay the Services fee to the Company's Partner.

6.6 Unless expressly stipulated in these Terms, the Services fee shall not be refunded.

6.7 If the Services fee is not paid by the payment due date, the Customer automatically loses the benefit of term in connection with any liability against Company and must pay the entire unpaid amount immediately.

6.8 If the Services fee is not paid by the payment due date, the Customer shall pay delay damages at the rate of lower of 1.5% per month or the statutory commercial rate under the governing law from the next day of the payment due date until the actual payment date.

6.9 If the Services fee is not paid by the payment due date, Company may either immediately stop providing the Services or refuse to continue or renew the Agreement. Company shall not be in any way liable for any damages the Customer may suffer due to such measures.

7 Protection of Contents

7.1 Any right in connection with the Customer Content belongs to the Customer.

7.2 Without consent of the Customer, Company shall not conduct the following acts:

(i) The act of altering or modifying any Customer Content;

(ii) The act of disclosing any Customer Content to third parties; provided, however, this shall not apply where disclosure is required under laws, regulations, rules of a securities exchange or a securities dealers association, or disclosure is required by public institutions including courts, competent authorities or investigative institutions;

(iii) The act of accessing any Customer Content; provided, however, this shall not apply to access in order to provide the Services, to prevent or respond to business or technical issues, or when necessary for providing support for the Customer's use of the Services;

7.3 THE CUSTOMER CAN RECORD MEETINGS, SEMINARS OR OTHER COMMUNICATIONS BY THE USE OF THE SERVICES. PROVIDED, HOWEVER,



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DEPENDING ON THE TERRITORY, WHERE CONSENT BY OTHER PARTICIPANTS MAY BE REQUIRED, OR WHERE THERE ARE LAWS AND REGULATIONS RESTRICTING THE COLLECTION, RETENTION AND USE OF PERSONAL INFORMATION, THE CUSTOMER SHALL ABIDE BY ANY APPLICABLE LAWS AND REGULATIONS. COMPANY SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER DUE TO VIOLATION OF THE LAWS AND REGULATIONS.

7.4 The personal information Company collects in connection with the Customer Content or the use of the Services and/or the Software will be retained and processed in a country where equipment for storing such information including without limitation data centers, servers and the like is located. THE CUSTOMER AGREES IN ADVANCE THAT THE CUSTOMER CONTENT AND/OR PERSONAL INFORMATION MAY BE LOST OR INACCESSIBLE DUE TO UNAVAILABILITY OF SUCH EQUIPMENT DUE TO THE POLICY OR SPECIAL CIRCUMSTANCES OF THE COUNTRY IN WHICH SUCH EQUIPMENT IS SET UP, AND COMPANY SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER DUE TO SUCH EVENTS.

7.5 The Customer Content will be deleted in principle on the day following the cancellation or termination of this Agreement or the expiration of the Term.

8 Use of Information by Company

8.1 Company may create and use (including disclosure by Company to other third parties at a condition which the Customer cannot be identified) statistical analysis information using the Registration Information, information regarding the actual use of the Services and log data for the purpose of improving the quality or satisfaction of the Services and/or the Software.

8.2 Any rights in connection with the comments, feedback, proposals, ideas and other propositions collected by Company in connection with the Services and/or the Software (collectively, "Proposals") belong to Company, and the Customer agrees not to assert any right including copyright and other intellectual property right to the Proposals against Company.

9 INDEMNITY

9.1 THE SERVICES ARE PROVIDED "AS IS". UNLESS EXPRESSLY STIPULATED IN THESE TERMS, COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, RELIABLE (INCLUDING THE COMPLETENESS AND CERTAINTY OF COMMUNICATIONS), AVAILABLE, ACCESSIBLE, SECURE, ERROR-FREE, VIRUS-FREE; THAT DEFECTS WILL BE CORRECTED; MERCHANTABILITY, QUALITY SATISFACTION, OR FITNESS FOR ANY PARTICULAR PURPOSE.

9.2 THE CUSTOMER MAY NOT BE ABLE TO USE THE SERVICES AND/OR THE SOFTWARE CONVENIENTLY DUE TO THE FOLLOWING CAUSES. IN SUCH CASE, COMPANY SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER DUE TO THE UNAVAILABILITY OF THE CONVENIENT USE OF THE SERVICES AND/OR THE SOFTWARE.

(I) FAILURE OF THE INFORMATION TERMINAL OR OTHER HARDWARE THE CUSTOMER USES INCLUDING WITHOUT LIMITATION WRONG PARTS, POOR QUALITY, LOW SPECIFICATION, HARDWARE COMPATIBILITY;

(II) FAILURE OF THE OS OF THE INFORMATION TERMINAL OR OTHER SOFTWARE THE CUSTOMER USES INCLUDING WITHOUT LIMITATION WRONG PARTS, POOR QUALITY, LOW SPECIFICATION, TROUBLES IN THE SETTINGS SUCH AS TIME AND LANGUAGE SETTINGS, SOFTWARE COMPATIBILITY;

(III) FAILURE OF THE INTERNET CONNECTION THE CUSTOMER USES INCLUDING WITHOUT LIMITATION DISCONNECTION AND LACK OF BANDWIDTH;

(IV) PERIODIC MAINTENANCE OR EMERGENT FAULT RECOVERY OF THE SERVICES;



(V) FAILURE OF THE SERVICES LINKED TO THE SERVICES OR AFFILIATED SERVICES;

(VI) FAILURE OF EQUIPMENT INCLUDING WITHOUT LIMITATION DATA CENTER OF THE SERVICES;

(VII) HEAVY TRAFFIC BEYOND THE CAPABILITY OF SERVERS, SYSTEMS, DATA CENTERS AND LINE BANDWIDTH DUE TO CAUSES UNFORESEEABLE BY COMPANY;

(VIII) MEASURES TAKEN BY COMPANY AT THE REQUEST OF PUBLIC POWER TO PRIORITIZE EMERGENCY COMMUNICATION FOR PUBLIC INTEREST.

9.3 COMPANY SHALL NOT BE IN ANY WAY LIABLE FOR NON-PERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY FORTH MAJEURE EVENTS REASONABLY BEYOND THE CONTROL OF COMPANY, INCLUDING BUT NOT LIMITED TO, WARS, HOSTILITIES, REVOLUTIONS, RIOTS, CIVIL COMMOTION, TERRORISM, NATIONAL EMERGENCY, EPIDEMICS, FIRE, FLOOD, EARTHQUAKE, FORCE OF NATURE, EXPLOSION, EMBARGO OR OTHER ACTS OF GOVERNMENT AGENCIES, STRIKES AND OTHER LABOR DISPUTES (EXCLUDING THOSE BY COMPANY EMPLOYEES), UNAVAILABILITY OR INSTABILITY OF THE INTERNET, DOS ATTACKS OR ANY ACT OF GOD.

9.4 COMPANY SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER, EVEN IF THE CUSTOMER SUFFERS DAMAGE DUE TO DELAY OR NON-PERFORMANCE OF THE SERVICES. PROVIDED, HOWEVER, IN THE EVENT THE CUSTOMER'S DAMAGE IS JUDGED TO BE ATTRIBUTABLE TO INTENTION OR GROSS NEGLIGENCE OF COMPANY, COMPANY SHALL BE LIABLE FOR COMPENSATION FOR SUCH DAMAGE. IN SUCH EVENT, THE SCOPE OF THE DAMAGE WHICH COMPANY IS LIABLE FOR COMPENSATION WILL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO COMPANY FOR THE SERVICES IN THE PREVIOUS 1 MONTH PRECEDING THE CLAIM FOR COMPENSATION FOR DAMAGES, AND THE DAMAGE WHICH COMPANY IS LIABLE FOR COMPENSATION IS ACTUAL DAMAGES DIRECTLY CAUSED BY ACTIONS OF COMPANY AND COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOST INCOME, INDIRECT DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES, INCIDENTAL DAMAGES, SPECIAL, PUNITIVE DAMAGES OR THE LIKE WITHIN THE SCOPE OF THE APPLICABLE LAWS AND REGULATIONS, REGARDLESS OF THE CAUSE OF THE COMPENSATION FOR DAMAGES, AND WHETHER BY CONTRACT, TORT OR ANY OTHER LEGAL GROUND, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.5 IN THE EVENT THE CUSTOMER IS SUED BY A THIRD PARTY FOR COMPENSATION FOR DAMAGES, OR WHERE LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) OCCUR DUE TO VIOLATION OF THE PROVISION OF ARTICLE 10.1 OF THE TERMS, THE CUSTOMER SHALL AT ITS OWN RESPONSIBILITY AND EXPENSE PROCURE RESOLUTION, AND SHALL HOLD COMPANY HARMLESS.

10 Prohibited Acts

10.1 The Customer shall not conduct the following acts upon use of the Services and/or the Software:

(i) The act of publishing, posting, uploading, recording or otherwise distributing or transmitting the Customer Content that: (a) infringes or would infringe any copyright, patent, trademark, trade secret, or other proprietary right of any party, or any rights of publicity or privacy of any party; (b) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising); (c) is inappropriate, profane, defamatory, libelous, obscene, indecent, threatening, harassing, or otherwise unlawful; (d) is harmful to minors or otherwise pornographic; (e) contains any viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system,



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data, personal information, or property of another; or (f) is materially false, misleading, or inaccurate;

(ii) The act of uploading, posting, emailing, or transmitting, or otherwise making available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letter," "pyramid schemes," "affiliate links," or any other form of solicitation;

(iii) The act of using the Services and/or the Software together with devices, programs or services to evade technical measures introduced to restrict access to protected Contents;

(iv) The act of assigning or resetting the authority regarding the Services and/or the Software to third parties such as redistributing, establishing security on, selling, reselling, lending, leasing, timesharing, loaning, creating or assigning secondary licenses of the Services and/or the Software and the like, whether within the extent permitted by laws or regulations, and whether directly, indirectly, with or without compensation (including the act by the customer of ID-Based Plan to allow a third party other than the owner to use the service via such ID of ID-Based Plan);

(v) The act of disclosing or divulging the ID to others;

(vi) The act of damaging the credit of the Services and/or the Software;

(vii) The act of attempting unauthorized access to the system of the Services, Affiliated Services or other Customer Content;

(viii) The act of interpolating or undermining the integrity of other Customer Content on the Services;

(ix) The act of removing, altering or adding notices, legends, symbols, labels and any other representation of rights including trademark, logo, copyright or other associated with the Services;

(x) The act of attempting to derive the source code of the Services and /or the Software by decompiling, disassembling, reverse engineering or otherwise, or in any way ascertaining, deciphering or obtaining the communications protocols for accessing the Services and/or the Software, or the underlying ideas or algorithms of the Services and/or the Software;

(xi) The act of modifying the Services and/or the Software or creating any derivative works of the Services and/or the Software, including but not limited to customization, translation, or localization of the Services and/or the Software;

(xii) The act of copying, framing or mirroring all or a part of the Services and/or the Software, or other Customer Content;

(xiii) The act of interfering with any other party's use and enjoyment of the Services or otherwise use the Services in any manner that could damage, disable, overburden or otherwise the Site, or Services or any Affiliated Services;

(xiv) The act of accessing the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or development of competitive products or services, or for purposes of imitating or copying the characteristics, functions or graphics of the Services;

(xv) Other acts considered inappropriate by Company in light of matters considered necessary for the stable and sustained provision of the Services by Company.

11 Cancellation of the Services and Cancellation of the Agreement

11.1 Company shall be entitled to suspend or discontinue without notice all or a part of the Services at any time if Company reasonably believes that the Customer is in breach of this Agreement or may harm Company or anyone else.

11.2 Company shall be entitled to terminate the Agreement by giving reasonable period of notice if the Customer is in breach of any terms of this Agreement.

11.3 Company shall be entitled to suspend or discontinue without notice all or part of the Services or terminate this Agreement without prior notice to the Customer if the Customer falls under any of the following:

(i) In the event the Registration Information is found to be untrue;

(ii) In the event the Customer conducts an offense against public decency (such as illegal or unjust acts, acts against public order and morals, acts of belonging to or cooperating with anti-social forces or the like) or otherwise loses its social credibility;



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(iii) In the event the Customer becomes the subject of provisional seizure, provisional disposition, compulsory execution, petition for auction, suspension of transactions by a bill clearinghouse or coercive collection of tax and dues, or has a cause for receiving the petition, disposition or notice thereof, or other events which materially change its financial credibility;

(iv) In the event the Customer stops payment, becomes unable to pay or insolvent, or becomes the subject of a petition for bankruptcy, rehabilitation, liquidation and other insolvency proceedings, regardless of whether legal procedure or private resolution, or files a petition for the same;

(v) In the event Company finds the Customer inadequate such as where Company considers that the Services fee lacks economic rationality in light of the manner of use by the Customer.

11.4 Company shall not be in any way liable for any damages the Customer may suffer due to the suspension, discontinuation or cancellation pursuant to the provisions of this Article 11.

11.5 In the event, Company suffers from any damages when Company terminates this Agreement under this Article 11, Company shall be entitled to claim for compensation for such damages against the Customer.

12 Notices to the Customer

12.1 Company shall give notice to the Customer regarding the Services and/or the Software to the address in the Registration Information.

12.2 The Customer shall promptly notify Company of any changes to the Registration Information. Company may request the Customer to submit materials evidencing the change.

12.3 If notice from Company to the Customer is delayed or not delivered due to the lack of notice of change of Registration Information, such notice will be deemed to be delivered at the time when such notice should have normally been delivered and Company shall not be in any way liable for any damages the Customer may suffer due to such events.

13 Termination of the Services

13.1 If Company assigns the business concerning the Services to another party (including without limitation through merger or corporate split) the rights and obligations under these Terms, the Registration Information and the Customer Content will be inherited by the assignee of the assignment and the Services shall continue.

13.2 Company shall give 6 months' prior notice to the Customer in principle if it terminates the Services.

14 Compensation for damage

14.1 If the Customer injures Company in connection with the use of the Services and/or the Software, Company shall be entitled to claim for compensation for such damage against the Customer.

15 General Provisions

15.1 If Company does not exercise any rights under these Terms, this will not be taken to be a waiver of Company's rights hereunder.

15.2 If any provision of these Terms is held by a court to be invalid, the provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these terms shall remain in effect.

15.3 These Terms shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance with respect to any disputes concerning these Terms; provided, however, this shall not apply if expressly stipulated in the additional terms.

15.4 The application of the United Nations Convention on the International Sale of Goods is hereby expressly excluded for the interpretation of these Terms.

15.5 These Terms constitute the entire agreement between Company and the Customer with respect to the use of the Services and supersedes all other (prior or contemporaneous)



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communications, proposals or representations, whether electronic, oral, or non-electronic, between Company and the Customer regarding them.

15.6 In the event of discrepancy between the English version and any other language version, the English-language version shall prevail. If there is no English version for the additional terms, the additional terms in any other language shall be the controlling version.
End.

Last Updated: April 1, 2013



V-CUBE Services Additional Special Clauses

1 Additional Special Clauses

1.1 These Additional Special Clauses govern the terms in connection with the use of the Services between the Company and the Customer, and constitute a part of the V-CUBE Terms of Use of Services (the "Terms").

1.2 Unless expressly stipulated in these Additional Special Clauses, terms in these Additional Special Clauses shall have the same meanings of such terms in the Terms.

1.3 These Additional Special Clauses apply to the Customer to whom Company issues IDs.

2 Application for the Services

2.1 Application for the Services shall be by an application form prescribed by the Company or the Company's Partner, or by a form on the website designated by the Company or the Company's Partner.

3 Term of the Services

3.1 The term of contract shall be one year from the inception date.

3.2 The expiration of the Term shall be, the last day of the month of the expiry of the Term counting from the next month of the Commencement Month (provided, however, if the first day of use is the first day of the month, the last day of the month of the expiry of the Term counting from the Commencement Month).

3.3 If a written notice for cancellation from the Customer does not arrive to the Company or the Company's Partner at least 60 days; prior to the expiration date, the Term shall be automatically renewed for another 1 month for Monthly Contracts, for terms more than 6 months on a monthly basis and separately agreed between the Company and the Customer for Long Term Contracts, and the same shall apply thereafter.

4 Service Fees and Payment Method

4.1 The Service fees shall be denominated and paid in Japanese yen.

4.2 The Customer shall pay the initial fee and usage fees as the Services fees. The usage fees consist of the basic fee and pay-as-you-go fee. Furthermore, the Customer who applies for optional services shall additionally pay basic option fee and pay-as-you-go option fee. The initial cost is to be paid at the time of starting the use of additional contracts of the Services.

4.3 The fee shall be based on the rate table posted on the website designated by the Company

4.4 The payment method of the initial cost and the usage fee of the Services shall be either of the following:

(i) By wire transfer to the account of the financial institution designated by the Company
The Customer shall bear the wire transfer fee. If the due date of the wire transfer falls on a holiday of the financial institution, the wire transfer shall be made by the preceding business day.

4.5 Due date of the initial fee and usage fees is as follows: Provided, however, if the due date of the payment is agreed between the parties, the Customer shall pay the invoice by such date.

(i) Initial fee

Initial fee shall be charged as a part of Usage fee. The Company shall issue an invoice by 15 day of the preceding month of the usage month. The Customer shall pay by the last day of the month preceding the Commencement Month. (Provided, however, if the due date of payment is shown in the invoice, the Customer shall pay the invoice amount by such date.)

(ii) Basic fee as well as Option basic fee

The Customer shall pay the Terms' basic fee as well as Option basic fee for the term by the last day of the preceding month of the usage month. (Provided, however, if the due date of payment is shown in the invoice, the Customer shall pay the invoice amount by such date.). The same shall apply to the renewal of the Contract. With regard to the basic fee, the



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Company shall handle 20% of the basic fee as the data center cost and 80% of the basic fee as the license fee for the Services.

(iii) Pay-as-you-go fee as well as Option pay-as-you-go fee

The Customer shall pay Pay-as-you-go fee by the last day of the preceding month of the usage month. (Provided, however, if the due date of payment is shown in the invoice, the Customer shall pay the invoice amount by such date.) .

(iv) Basic option fee and pay-as-you-go option fee

The Customer shall pay basic option fee and pay-as-you-go option fee by the last day of the preceding month of the usage month. (Provided, however, if the due date of payment is shown in the invoice, the Customer shall pay the invoice amount by such date.)

Furthermore, depending on the option, the Company may separately designate the due date of the pay-as-you-go option fee.

4.6 If the first day of use is after the second day of the Commencement Month, the basic fee for the Commencement Month shall be calculated pro-rata based on a 30-days-month.

4.7 Unless expressly stipulated in these Terms or these Additional Special Clauses, the basic fee for the Contract shall not be refunded even if any Contract is terminated before the expiry of the Term.

5 Cancellation of the Services

5.1 The Customer may cancel the Services at its discretion. The Customer wishing to cancel shall give the prescribed written notice of cancellation to the Company in a form designated by the Company.

5.2 The Services fees shall accrue until the date of expiration of the Term and will not be prorated regardless of the cancellation date. The Customer shall be required to pay the unpaid fees if any based on the invoice issued by the Company when the Customer cancels the contract before the expiration of the term

5.3 The Company will terminate the provision of the Services on the date of expiration of the Term.

6 Rejection of Anti-social Forces

6.1 The Company as well as the Customer represents and warrants that any person which substantially owns or controls the company has not been, or will not be at any point after this Agreement becomes effective, an organized crime group, a member of an organized crime group or its related persons, criminals related to illicit or criminal profit, corporate extortionists, or any other anti-social forces (hereinafter collectively "Anti-Social Forces") and do not have any relationship with Anti-Social Forces which can destroy the relationship of trust between the Company. In the event of a breach of these representations and warranties by the Customer, The Company may immediately suspend or discontinue without notice all or part of the Services, or terminate this Agreement without prior notice.

6.2 The Company as well as the Customer shall not have any business relationship with Anti-Social Forces, and if it has been identified that the Customer has business relationships with Anti-Social Forces, the Customer shall take necessary measures to dissolve the same within a reasonable period of time.

7 Support for the Services and/or the Software

7.1 The Customer may use the support desk provided by the Company.

8 Protection of the Customer Contents

8.1 The Company will manage and protect the Customer Content and personal information in accordance with the Company's Information Security Basic Policy and Personal Information Protection Policy.

9 Advanced Plan Applying to Japanese Customers

9.1 The provisions of this Article 9 shall apply only when the country or area the Customer is in upon application of the Services is Japan.

9.2 In the event of discrepancy between the English version and the Japanese version of the Terms, the Japanese-language version shall prevail.

End.



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