

Terms of Service for “amnimo sense”

The terms of service for “amnimo sense” (“Terms of Service”) set forth the terms and conditions for the use by end-users (“Customer” or “you”) of cloud services and products (“Service”) provided by amnimo Inc. (“amnimo”). In the Terms of Service, amnimo and Customers are individually referred to as "Party," and collectively referred to as "Parties."

THE FOLLOWING TERMS AND CONDITIONS WILL APPLY TO YOUR USE OF THE SERVICE. WITH THE SUBMISSION OF AN APPLICATION FOR THE USE OF THE SERVICE TO AMNIMO UNDER THE TERMS OF SERVICE, OR WITH YOUR USE OF THE SERVICE, YOU ARE DEEMED TO HAVE AGREED WITH THE TERMS OF SERVICE; THEREFORE, PLEASE READ THE TERMS OF SERVICE CAREFULLY. THE SERVICE COVERS A WIDE VARIETY OF SERVICE, AND IN SOME CASES, YOU WILL BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS.

Article 1. Definitions

1.1. Unless otherwise defined in sentences or the context requires otherwise, the following words used in the Terms of Service have the following meanings:

"amnimo" means as defined in the preamble of the Terms of Service.

"User" means an individual designated by the Customer as a person who is granted access to the Service for his/her use (without regard to whether he/she uses the Service or not.).

"Customer" means as defined in the preamble of the Terms of Service.

"Partner" means a business partner designated by amnimo.

"Parties" and "Party" means as defined in the preamble of the Terms of Service.

"Affiliate" means a business entity or entities controlling, controlled by or under common control with either Party; for the purpose of this definition, "control" means the possession of the power to direct or cause the direction of the management of the entity whether by ownership of the shares entitled to vote, by contract, or by other means.

"Affiliates, etc." means Affiliates, suppliers, contractors, Partners, and agent.

“Terms of Service, etc.” means the Terms of Service, basic specifications, and contents of an application for the use.

“Terms of Service” means as defined in the preamble of the Terms of Service.

“Basic Specifications, etc.” means that the service specifications, the instruction manual, policies (including its privacy policy and security policy), and any other rules set by amnimo in connection with the Service, as amended as needed.

“Application for Use” means an application for the use of the Service which the Customer submits to amnimo through the online procedure or in another manner or method specified by amnimo.

“Service Agreement” means an agreement to be formed between amnimo and the Customer for the use of the Service.

“Confidential Information” has a meaning defined in Article 17.1.

“Assurance of Performance” has a meaning defined in Article 10.1.

“Website” means a website operated by amnimo (<https://amnimo.com>).

“Service” means as defined in the preamble of the Terms of Service.

“Tax and Public Dues” has a meaning defined in Article 9.2.

“Third-Party Services” has a meaning defined in Article 13.1.

“Customer Data” means the data that the Customers, Users, or amnimo on behalf of the Customer enters in order to use the Service, or to promote the use of the Service by the Customers.

“Territory” means the country where you have registered as the country of use in the Application for Use.

“Intellectual Property” means inventions, devices, designs, trademarks, copyrighted works, and other property that is produced through creative activities by human beings (including discovered or solved laws of nature or

natural phenomena that are industrially applicable), and trade secrets and other technical or business information that is useful for business activities.

“Intellectual Property Right” means a patent right, a utility model right, a design right, a trademark right, a copyright, and a right that is stipulated by laws and regulations on other intellectual property (including a right to obtain a patent, a utility model registration, or a design registration), including rights stipulated in Article 27 and 28 of the Copyright Law of Japan.

1.2. In this Terms of Service, unless context requires otherwise:

- (a) words importing the singular includes the plural and vice versa;
- (b) words importing any gender includes the other genders and vice versa;
- (c) words importing natural persons includes firms, corporations, and any other entities recognized by law and vice versa;
- (d) references to the word “include” means “including, without limitation” or “including, but not limited to”; and
- (e) headings used are for reference purposes only and shall not affect the interpretation of this Terms of Service.

Article 2. Basic Contractual Relationship

2.1. The order of superiority among the Terms of Service, etc. is as follows:

(a) If there is a provision of the Terms of Service that contradicts or conflicts with that of the Basic Specifications, etc., the latter will supersede the former.

(b) If there is a provision of the Basic Specifications, etc. that contradicts or conflicts with contents of the Application for Use, the latter will supersede the former.

2.2. The Terms of Service, etc. will neither preclude amnimo from executing any similar contract with a third party nor developing itself, using, selling or licensing a document, product or service that is close to those provided under the Terms of Service, etc.

Article 3. Modifications of the Terms of Service

3.1. amnimo may modify the Terms of Service at its discretion. amnimo will try to give you prior notice of such modification of the Terms of Service except where the modification is urgently needed. If it is difficult to give prior notice, amnimo will notify you after the modification.

3.2. When you use the Service after receipt of the notice from amnimo about

modifications of the Terms of Service, you will be deemed to have agreed with the amended Terms of Service.

Article 4. Execution of the Service Agreement

4.1. The Service Agreement will be formed when you submit the Application for Use to amnimo, and amnimo sends its acceptance to you.

4.2. amnimo may determine, at its discretion, whether it accepts your Application for Use as per Article 4.1 or not. amnimo may refuse it in any of the following cases; if the acceptance affects the implementation of the business of amnimo, if there is any deficiency in your Application for Use, or if it determines that the Application for Use is inappropriate. Even if amnimo refuses to accept it as per Article 4.1, it is not obliged to disclose the reason for such refusal to you.

4.3. If amnimo does not send its acceptance to you within thirty (30) days after receipt of your Application for Use, amnimo will be deemed to have refused to accept it, unless amnimo has given you otherwise notice.

Article 5. Effective Term of the Service Agreement

5.1. Term: The Service Agreement shall become effective on the date of its formation thereof and continue to remain until the date of expiration of the Service period.

5.2. Service Period: The Service period will be designated by you on a monthly basis in the Application for Use. If you designate the period of less than one (1) month from the date of formation of the Service Agreement as the term thereof, or if you fail to designate such period, the Service period will be deemed to be one (1) month from the date of formation thereof.

Article 6. License

6.1. Grant of License: Upon the formation of the Service Agreement, amnimo grants you a non-exclusive and non-transferable license to use the following under the terms and conditions in the Terms of Service, etc.: hardware, programs, networks (including mobile phone line, and the same will apply hereinafter), systems, and cloud services within the Territory, all of which are necessary to use the Service.

6.2. Retention of Rights: Except for limited rights expressly granted under the Terms of Service, etc., all rights, powers, and interests (including Intellectual

Property Right) pertaining to the Service and the relevant programs will be retained by amnimo and its Affiliates. Unless otherwise expressly provided for in the Terms of Service, etc., you will not be granted any right under the Service Agreement.

Article 7. Service

7.1. amnimo will provide you with the Service substantially according to the service specifications in the Basic Specifications, etc. Any product, service, and supports that are not set forth in the Basic Specifications, etc. will not constitute part of the Service.

7.2. amnimo may improve or alter the functionality of the Service at its sole discretion unless such improvement or alteration seriously affects the core functionality thereof.

7.3. Unless otherwise agreed between you and amnimo, amnimo will provide you with a standard support service in connection with your use of the Service according to the Basic Specifications, etc.

7.4. You acknowledge and agree that the Service will be provided through

networks and communications facilities; therefore, the transmission and response speed may vary depending on communications equipment as well as the communication infrastructure and environment.

Article 8. User Count

8.1. You will designate an administrator of your User group for the use of the Service in a manner instructed by amnimo and notify amnimo of his/her name, and contact information and the like.

8.2. The administrator of your User group has a right to designate Users up to a certain number specified in the Application for Use, and each of such designated Users will be permitted to use the Service, respectively.

8.3. You will permit each User to use the Service strictly and only based on the power and permission given to him/her alone. You will prevent other Users or persons from using the Service based on the permission given to the said User. If any other person than the said User uses the Service based on the permission given to the said User, amnimo may deem that the said User who is given the permission used the Service him/herself.

Article 9. Service Fee

- 9.1. An amount of fee for the Service ("Service Fee") shall be the amount of money offered to you by amnimo in the Website or any method which amnimo thinks appropriate.
- 9.2. Unless otherwise provided for in the Application for Use, you will pay all the Service Fee regarding your use of the Service in a manner designated by amnimo. You will bear any costs and expenses associated with such payment.
- 9.3. Unless otherwise provided for in the Terms of Service, etc., (a) the Service Fee is charged based not on your real use of the Service, but the availability of the Service, (b) your payment obligation is irrevocable, and the Service Fee once paid is not refundable, and (c) the quantity of the purchased Service may not be reduced during the subscription period.
- 9.4. The Service Fee and other fees to be borne by you based on the Service Agreement does not include any tax, levy, customs duty or similar governmental charges of any kind (including consumption tax and withholding tax, etc.) ("Tax and Public Dues") in any jurisdiction. You are obliged to pay all Tax and Public Dues associated with your purchase under

the Service Agreement.

Article 10. Assurance by amnimo

10.1. amnimo assures you that the Service will be performed substantially according to the terms and conditions of the Terms of Service, etc. with commercially reasonable skill and care. (“Assurance of Performance”)

10.2. The Assurance of Performance shall not apply to cases where the Service is used in breach of the terms and conditions of the Terms of Service, etc., or the Service is modified or altered by other persons than amnimo, its duly authorized contractors or Partners.

10.3. If the Service fails to meet the requirements of the Assurance of Performance, amnimo will make all commercially reasonable efforts promptly to correct such non-compliance or provide you with an alternative means that meets the requirements of the Assurance of Performance. Such correction or provision of the alternative means will constitute the sole and exclusive remedy that you are entitled to receive in connection with amnimo’s breach of the Assurance of Performance.

10.4. Notwithstanding the provisions of from Articles 10.1 through 10.3, amnimo will not be liable for any delay, delivery error or any other loss or damage arising out of or in connection with the data transmission through a network or communications facilities (including Internet, and the same will apply hereinafter). You acknowledge and agree that your use of the Service will be potentially affected by restrictions, delay and other troubles that inherent to your use of such network and communications facilities.

Article 11. Customer's Responsibility

11.1. You will perform all the following matters:

- (a) To provide amnimo with (i) all necessary cooperation in the performance and compliance with the Terms of Service, etc., and (ii) all necessary access to the information (including all updates relating to such information) requested by amnimo in order for amnimo to provide the Service and related supports to you, including access to the Customer Data, security access information and configuration service;
- (b) To comply with all laws and regulations, rules and guidelines that apply to your activities under the Terms of Service, etc.;
- (c) To perform all other responsibilities of the Customer as set forth in the Terms of Service, etc. in a timely and effective manner;

- (d) To ensure that each User uses the Service according to the terms and conditions of the Terms of Service, etc. and assumes sole responsibility for his/her breach of such terms and conditions;
- (e) To make commercially reasonable efforts to prevent any unauthorized access to or misuse of the Service by a person other than Users, and to notify amnimo of such unauthorized access or misuse promptly;
- (f) To obtain and maintain all licenses, consent, and permits required by amnimo and its Affiliates, etc. to perform their obligations (including those relating to the Service) under the Terms of Service, etc.;
- (g) To purchase, lease or otherwise obtain from amnimo or a Partner designated by amnimo the gateway and other hardware, programs, networks, systems and cloud services which are necessary for your use of the Service as designated by amnimo;
- (h) To ensure that your hardware, programs, networks, systems, and cloud services will meet the relevant specifications to be provided by amnimo as needed;
- (i) To address any troubles, status, delay, delivery error and any other loss or damage arising out of or in connection with your network connection or communication line, or Internet, and to assume sole responsibility to solve such troubles; and

- (j) To assume sole responsibility for your activities and handling of the Customer Data relating to the Service (including forwarding, editing, and deletion of the Customer Data).

Article 12. Restrictions on Use

12.1. You are not permitted to conduct itself or through a third party any of the following activities and any other activities causing the same effect:

- (a) To provide a third party other than your Users with the Service or related hardware, programs, networks, systems, and cloud services by granting a license or sublicense therefor, or by sale, resale, rental, lease, assignment, transfer or distribution thereof or through its network, unless otherwise expressly permitted under the Terms of Service, etc.;
- (b) To use the Service for any activity that violates the related laws and regulations or the terms and conditions of the Terms of Service, etc.;
- (c) To use the Service with, or for, any device, system or service a failure of which may cause death or bodily injury or significant property damage (including a device or system that requires a fail-safe or fault-tolerant feature, or any other additional safety feature);
- (d) To access or attempt to access any system or network relating to the Service without the approval of amnimo;

- (e) To copy, amend or make derivate works of the Service or its program component;
- (f) Any of the followings in relation to the Service or its program component:
 - (i) duplication.
 - (ii) conversion to source code or any other human-readable format than that provided by amnimo (includes but not limited to dump, disassemble, decompile, reverse-engineer, translation into different languages).
 - (iii) permit of actions i) and ii) above to any third party.
 - (iv) any attempt of actions i) to iii) above.
- (g) To use the Service to transmit or store any virus, worm, time bomb, trojan horse, or any other harmful and malicious code, file, script, or program;
- (h) To connect to the Service any hardware, program, network, system, or cloud service that are not designated by amnimo;
- (i) To conduct any activity that infringes or is likely to infringe on any right of a third party or amnimo.
- (j) To delete or remove a notice of copyright or trademark, a logo, other property right notices, or identification information described in materials provided for the Service;

- (k) To alter any hardware, program, network, system, or cloud service that are related to the Service without the prior written consent of amnimo;
- (l) To interfere with amnimo in the provision of the Service;
- (m) To solicit or facilitate, directly or indirectly, any of the activities listed above; or
- (n) To conduct any other activities that are deemed by amnimo inappropriate.

Article 13. Third-Party Services

13.1. amnimo may use any third party's product, service, and website, including Microsoft Azure cloud service ("Third-Party Services") to provide the Service. You acknowledge and agree that your use of the Service is subject to the limitation under the terms and conditions of the Third-Party Services.

13.2. You acknowledge and agree that your acquisition of any of the Third-Party Services and the data exchange with the relevant third party (without regard to whether such exchange is related to the Third-Party Service or not) are matters only between you and such third party, and amnimo does not have anything to do with such matters.

13.3. You acknowledge and agree that any contract or transaction that is made

between you and a third party through such third party's website is a matter only between you and the relevant third party, and amnimo does not have anything to do with such matter. You acknowledge and agree that prior to your use of the Third-Party Service, you need to refer to the terms and conditions and the privacy policy placed in the relevant third party's website.

13.4. You acknowledge and agree that the Third-Party Services is not under control of amnimo (unless otherwise provided for by amnimo). amnimo makes no representation, warranty or undertaking, and assumes no responsibility or obligation regarding the following: contents or your use of the Third-Party Services or any transaction or contract made between you and the relevant third party (without regard to whether such transaction or contract is related to the Third-Party Service or not); and transmissions related to the same.

Article 14. Open Source Software

14.1. You acknowledge and agree that the Service contains open source software, to which special conditions that are provided for in the "Terms and Conditions of Open Source Software" placed in the Website will apply, and such special conditions will supersede the Terms of Service, etc.

Article 15. Use of the Customer Data

15.1. At the time when you consent to the application of the Terms of Service and execute the Service Agreement, you represent and warrant as follows:

- (a) The Customer Data meets requirements in terms of legality, reliability, completeness, accuracy, and quality;
- (b) The Customer Data does not infringe on any right of a third party;
- (c) You have the right and power to grant a license regarding the Customer Data as set forth in Article 16; and
- (d) You have any other rights, powers and interests regarding the Customer Data to the extent reasonably necessary to perform each provision of the Terms of Service, etc.

15.2. You are responsible for keeping a back-up copy of all your Customer Data at your expense. In no event, amnimo will assume liability for loss or damage (whether direct, indirect, incidental, or consequential) arising out of or in connection with the loss of the Customer Data, even if amnimo is warned of the possibility of such loss or damage.

15.3. In any of the following cases, amnimo may access to and use or alter the Customer Data, and it may disclose the same to its Affiliates, etc., provided

that amnimo will impose on them the same degree of confidentiality as that provided for in Article 17:

- (a) When it is necessary for amnimo or its Affiliates, etc. in the provision of the Service or related supports;
- (b) When it is necessary for the improvement or maintenance of the Service, or the security of the Service or the Customer Data; or
- (c) When it is required by applicable laws or regulations.

15.4. You give amnimo permission to use the Customer Data only to the extent that amnimo intends to use it for increasing the service level for and improving the experience of all the Customers. amnimo will abstract the Customer Data as much as possible and anonymize it, and it will not process, analyze, edit, integrate, or otherwise use the Customer Data for non-intended use without the prior written approval of the Customer. amnimo also will not disclose, provide or divulge the Customer Data to a third party except for amnimo's Affiliates, etc. amnimo has all rights, powers, and interests regarding all data newly generated after abstracting and anonymizing the Customer Data for the purpose set forth above. For such freshly generated data, you have no right or power to request a disclosure or deletion thereof, nor interest in such request. You are also not entitled to

obtain, retain or use such newly generated data without the written approval of amnimo.

15.5. In cases where your notice arrives at amnimo (including that through online procedure) within fourteen (14) days after the termination of the Service Period, amnimo will make its reasonable efforts to have the Customer Data that remains under its control to be exported or downloaded as per the Basic Specifications, etc. Even in such a case, amnimo does not warrant that the Customer Data at the time of arrival of the notice will be exported or downloaded as the Basic Specifications, etc. Even if the Customer Data is deleted, or otherwise disposed of at that time, amnimo will not assume any liability to you.

15.6. In cases where no notice arrives within fourteen (14) days after the termination of the Service Period, amnimo will not be obliged to maintain or provide the Customer Data relating to the Service, and unless otherwise prohibited by law, amnimo may, at its discretion, delete or dispose of all copies of the Customer Data under its control.

Article 16. License for the Customer Data

16.1. License for hosting, etc. of a program: By agreeing to the Terms of Service, etc., you grant amnimo and its Affiliates, etc. a non-exclusive, worldwide and fixed-term license to host, copy, display and use a program or program code that is generated by you, or for you or your use of the Service, to the extent reasonably necessary for amnimo to provide and properly operate the Service and related systems according to the Terms of Service, etc.

16.2. License to use the Customer Data: By agreeing to the Terms of Service, etc., you grant amnimo and its Affiliates, etc. a non-exclusive, worldwide, fully-paid, royalty-free, irrevocable and perpetual license to use (including copy, process and analyze) the Customer Data for the purpose of the provision, development or improvement of the Service, as well as development of services and products relating to the Service. Provided, however, that such Customer Data will not be disclosed to any third party other than amnimo's Affiliates, etc. except for cases where such Customer Data is reformatted so that it cannot be personally identifiable by any recipient.

16.3. License to use the feedback: You grant amnimo and its Affiliates, etc. a non-exclusive, worldwide, fully-paid, royalty-free, irrevocable and perpetual license to use any suggestion, request for improvement, recommendation,

correction and other feedback relating the Service from you or your Users, and to incorporate them into separate services (including the Service) that are, or expected to be, provided by amnimo or amnimo's Affiliates, etc.

Article 17. Confidentiality

17.1. "Confidential Information" means all information disclosed, orally or in writing, by either Party to the other Party, and designated as secret by the disclosing Party, or reasonably understood to be handled as secret according to its nature or the situation in which the information is disclosed.

Your Confidential Information includes the Customer Data, and amnimo's Confidential Information includes contents of the Service and a result of the performance test of the Service. For each Party, the Confidential Information includes the terms and conditions of the Terms of Service, etc. as well as its business plan, sales plan, technologies, technical information, product plan, and product design, and business process all of which are disclosed by such Party to the other Party.

Provided, however, that the Confidential Information will not include any of the following information:

- (a) It is, or becomes, publicly known without a breach of obligations to the disclosing Party;
- (b) It was known to the receiving Party before the disclosure from the disclosing Party without a breach of obligations to the disclosing Party;
- (c) It was obtained from a third party without a breach of obligations to the disclosing Party; or
- (d) It was independently developed by the receiving Party.

17.2. Except for cases set forth in Articles 17.3 and 17.5, each Party will keep the Confidential Information of the other Party secret, and it will neither disclose it to any third party, nor use it for any other purposes than the exercise of its rights or the performance of its obligations under the Terms of Service, etc.

17.3. Each Party will handle the Confidential Information in the following manner:

- (a) You may disclose amnimo's Confidential Information to your directors, officers, and employees only those who need to know the information for the exercise of their rights and the performance of their obligations under the Terms of Service, etc.

(b) amnimo may disclose your Confidential Information to its directors, officers, employees, consultants, Affiliates, etc. only those who need to know the information for the exercise of their rights and the performance of their obligations under the Terms of Service, etc.

(c) (i) Each Party will have its directors, officers, and employees those who receive the disclosure of Confidential Information of the other Party to comply with the provisions of this Article, and (ii) in addition to the preceding item, amnimo will have its consultants and Affiliates, etc. those who receive the same to comply with this Article.

17.4. Each Party will take all reasonable measures to ensure its compliance with the provisions of this Article.

17.5. Either Party may disclose the Confidential Information only when the disclosure is required by laws, governmental agencies or other regulatory bodies, a court having jurisdiction or other agencies, or rules of related financial instruments exchange. Provided, however, that, to the extent legally permitted, the disclosing Party will immediately give the other Party notice of such disclosure in each case, and if giving notice about the disclosure is not prohibited and such notice is given under this paragraph 17.5, the disclosing

Party will consider reasonable requests of the other Party in determining contents for the disclosure.

17.6. At the termination of the Service Agreement or the request of the disclosing Party, the receiving Party will dispose of or return data storage media (including their duplicates) of the Confidential Information provided by the disclosing Party, and it will delete the Confidential Information under its control. At the request of amnimo, you will provide amnimo with written evidence certifying such disposal or return.

17.7. After the termination of the Service Agreement, the provisions from Articles 17.1 through 17.5 will continue to be effective for three (3) years, and the provisions of Article 17.6 will survive indefinitely.

Article 18. Personal Information

18.1. In cases where the Application for Use, other papers and the Customer Data provided by you for the use of the Service contain personal information or anonymously processed information defined in the Act on the Protection of Personal Information ("Personal Information Protection Act"), you will assure your compliance with the Personal Information Protection Act and your

holding of the legal right to provide such Personal Information. In addition, you will be obliged to take all procedures, at your responsibility and expense, necessary to comply with the Personal Information Protection Act as well as other applicable laws and regulations, guidelines and the like.

18.2. In cases where amnimo handles any of personal information and anonymously processed information for the provision of the Service, amnimo will comply with the Personal Information Protection Act, other applicable laws and regulations, guidelines and the like as well as its privacy policy.

Article 19. Suspension of the Service

19.1. In any of the following cases, amnimo may forthwith suspend the provision of the Service in whole or part:

- (a) When any of the Third-Party Services is suspended or terminated for any reason;
- (b) When the Service needs its regular maintenance, update or urgent repair;
- (c) When an event that is beyond the reasonable control of amnimo occurs (Acts of God, labor disputes, actions by governmental agencies, contagious diseases, epidemics, shortages of raw materials, terrorist acts,

- or any other troubles in relation to the stability, availability or connectivity of Internet, all of which are beyond the control of the relevant Party);
- (d) When the Service is hacked or cracked in a way the provision thereof could be affected, or when amnimo reasonably determines the Service is likely to be hacked or cracked;
 - (e) When amnimo is subject to the business-suspension order by an administrative or judicial agency;
 - (f) When any trouble occurs in any of your mobile devices or connection services; or
 - (g) When you use the Service unlawfully.

19.2. If a third party who has the legitimate right asks amnimo to discontinue the use of or delete a program related to the Service, or if amnimo finds that any program has violated any applicable law, or infringed a third party's right, amnimo may instruct you to suspend your access to the Service, or to discontinue your use of the Service and/or a program affected by the violation or infringement. Upon receipt of such instructions from amnimo, you will discontinue your use of the said Service or the program. If you failed to follow amnimo's instructions, amnimo would be entitled to discontinue the provision of the Service or to suspend your use of the program during the time that

your use of the said program is likely to violate any applicable law or infringe on the third party's right.

19.3. Neither of suspension of the Service nor your use of a program will (a) affect amnimo's right or your responsibility (including your obligation to pay the Service Fee) accrued before or during the suspension, or (b) grant you the right to receive repayment, reimbursement or other compensation from amnimo or a third party based on the Terms of Service, etc. or any other agreements.

Article 20. Disclaimer

20.1. Unless otherwise expressly provided in the Terms of Service, etc., to the extent permitted by law, amnimo will do the following for itself and its Affiliates, etc.:

(a) To disclaim expressly any warranty or condition of any kind, whether express or implied, including (i) warranties, conditions or other implied terms in respect of marketability, satisfactory quality, fitness for any particular purpose, non-infringement or quiet possession, (ii) warranties, conditions or other implied terms arising out of the business process or commercial practice, (iii) warranties, conditions or other implied terms

for no-interruption or no-error during the provision of the Service, and no harmful contents contained in the Service, (iv) warranties, conditions or other implied terms in respect of the safety, or no-loss and no-alteration in the Service, and (v) warranties, conditions or other implied terms in respect of no-existence of a security vulnerability or weak spot in the Service; and

(b) To make no warranty or representation in respect of a service, information, materials or a product obtained through the Service and other websites; to make no warranty or representation that the Service will meet your requirements and be provided uninterruptedly, timely, and safely, and no error occurs through the provision of the Service.

Article 21. Limitation of Liability

21.1. Unless otherwise provided for in the Terms of Service, etc., aggregate liability owed by amnimo and its Affiliates, etc. which arises out of or in connection with the Terms of Service, etc. will NOT exceed the total amount paid by you to amnimo for the Service in question under the Terms of Service, etc. during the prior twelve (12) months before the first occurrence of the event that has caused such liability.

The preceding limitation of liability will apply to any claim, whether it is based on contractual liability or in tort, regardless of legal theory that accrues such liability, and that will not limit your payment obligation relating to your use of the Service.

In no event, amnimo or its Affiliates, etc. will assume liability arising out of or in connection with the Terms of Service, etc. for any loss of profit, data, profit or goodwill, or indirect, special, incidental, consequential damage, loss due to the business suspension, or punitive damage, even if amnimo is warned of the possibility of such damage, etc., or a remedy by amnimo or its Affiliates, etc. fails of its essential purpose.

amnimo or its Affiliates, etc. will not assume liability to you for the following:

- (a) indemnification, reimbursement or damages arising out of or in connection with the unavailability of the Service or supports, including cases caused by (i) termination or suspension of your use of or your access to any of the Third-Party Services, (ii) suspension or alteration of any of the Third-Party Services, or (iii) downtime of any of the Third-Party Services in whole or part for any reason (including an electricity failure, system trouble, program trouble, a loss of data and other

troubles), or

(b) indemnification, reimbursement or damages arising out of or in connection with your investment, expenditure or undertakings relating to your use of or access to any of the Third- Party Services.

Article 22. Indemnification

22.1. You hereby agree to indemnify and hold amnimo and its Affiliates, etc. harmless from and against all damage (including attorney's cost) arising out of or in connection with a third party's claim of the infringement of rights or interests due to your breach of the Terms of Service, etc. or the accumulation or processing of the Customer Data through the Service.

Article 23. amnimo's Right to Audit

23.1. During the term of the Service Agreement and three (3) months after the termination or expiration thereof, amnimo has the right to audit all records and information relating to your compliance with the Terms of Service, etc. to the extent reasonably necessary. As a result of such audit, if amnimo finds any outstanding Service Fee or your other failure of payment obligations, within ten (10) days after receipt of the audit result in writing from amnimo, you will pay amnimo an amount equal to the sum of such outstanding Service

Fee, other amounts payable, related expenses, and cost of damage incurred by amnimo.

23.2. amnimo will bear the expense of the audit in the preceding paragraph.

Provided, however, that if there is your breach of the Service Agreement, you will bear such expense.

Article 24. Termination and Repayment

24.1. Either Party may terminate the Service Agreement by giving notice to the other Party.

24.2. In any of the following cases, amnimo may forthwith terminate the Service Agreement in whole or part without giving you prior notice. In such a case, amnimo will not assume any liability to you, even if such termination of the Service Agreement causes you damage:

(a) If you breach the whole or part of a provision of the Terms of Service, etc.;

(b) If you suspend or are likely to suspend the payment or performance of your obligation, if you fail to pay or perform your obligation that becomes due, if you admit your failure to pay or fulfill your obligation, or if you are

deemed incapable of paying or fulfilling your obligation;

- (c) If you are subject to a petition for bankruptcy or other insolvency proceedings, the process of receivership, liquidation proceedings, or a different process relating to the assignment for creditors;
- (d) If you suspend or discontinue or are likely to suspend or discontinue the whole or a significant part of your business; or
- (e) If amnimo determines that you are one of the Antisocial Forces, etc. (that means an organized crime group (*boryokudan*), a member thereof, a rightist group (*uyoku dantai*), an antisocial force or who is an equivalent thereof, and the same will apply hereinafter), or you have a relationship or are involved with the Antisocial Forces, etc., in some way, for example, by joining or taking part in maintenance, management or operation of any of the Antisocial Forces, etc. through funding or other means.

24.3. Notwithstanding the termination of the Service Agreement, amnimo will not give you a refund of the pre-paid Service Fees.

24.4. If any of the events listed in Article 24.2 occurs, all your payment obligations to amnimo become immediately due with or without a demand letter or notice, and you will immediately pay amnimo.

24.5. Termination of the Service Agreement under this Article will be in force only for the future and will not affect the legal relationship accrued between the Parties in the past.

24.6. The following provisions will survive the termination of the Service Agreement: Article 2, 6.2, 7.4, 9, 10.4, 13.5, 14 through 17, 18.1, 19.3, 20 through 23, 24.2, 24.3, 24.4, 24.5, this 24.6, 25 and 26 herein, as well as any other provisions of the Terms of Service, etc. which are required to enable the preceding provisions to be effective. Provided, however, that if a certain period is designated in the relevant provision, such provision will be effective only during such designated period.

Article 25. Non-setoff

25.1. amnimo may set off, at any time, its obligations owing to you against the corresponding amount of amnimo's claims owed by you, whether such claims and obligations are under the Service Agreement or not, and regardless of the respective payment dates of such claims and obligations.

25.2. You may not set off any of its obligations to pay the Service Fees, etc. to

amnimo against its claims owed by amnimo.

Article 26. Miscellaneous Provisions

26.1. Export Control Laws and Regulations: In some cases, the Service is subject to export control laws and regulations that are applicable in and outside the Territory. If such laws and regulations apply to the Service, you will comply with such laws and regulations that regulate your use, export, re-export or transmit of the Service, and you will obtain all permits and approvals, or licenses required under such laws and regulations that are applicable in and outside the Territory.

26.2. Anti-Corruption: Regarding your use of the Service, you hereby agree and undertake to conduct your business in compliance with applicable laws and regulations regarding bribery, corruptive practices, money-laundering and sanctions or embargo. You also ensure that you, your Affiliates, Users, etc. as well as their directors, officers, employees, or third parties those who act for or on behalf of you will conduct their businesses in compliance with such laws and regulations. You hereby represent and warrant that, at the date of the submission of the Application for Use, none of yourself, your Affiliates, Users, etc. and their directors, officers, employees, or third parties those who

act for or on behalf of you have violated the said laws and regulations.

26.3. Entire Agreement: The Terms of Service, etc. constitute the entire agreement between the Parties and supersede and invalidate all prior agreement, covenants, assurances, warranties, representation, and understandings, whether in writing or verbally, made between the Parties regarding the subject of the Terms of Service, etc. Each Party acknowledges and confirms that, for the execution of the Service Agreement, it does not rely on statements, representations, assurances or warranties, whether made in good faith or by negligence, which are not contained in the Terms of Service, etc. Each Party agrees that it does not have the right to claim on the other Party's misrepresentation made in good faith by negligence based on any statement in the Terms of Service, etc.

26.4. Non-Assignment: Successors and Assignees: Neither Party may assign, pledge or encumber any of its rights, nor delegate its obligations under the Service Agreement to a third party without the prior written consent of the other Party. Any assignment, pledge or encumbrance of its rights or delegation of its obligations in breach of this paragraph will be null and void. Notwithstanding the preceding sentences, in cases where either Party is

merged into and acquired by or sells substantially all of its assets or shares to a third party, such Party may assign all its rights and delegate all its obligations under the Service Agreement to the third party without the consent of the other Party. Provided that the third party agrees to assume all obligations of such Party under the Service Agreement. In such a case, partial assignment or delegation will not be permitted. Subject to the restriction on the assignment contained in the Service Agreement, the Service Agreement will inure to the benefit of the Parties, their respective successors and assignees, and be binding upon them.

26.5. Relationship between the Parties: The Parties are independent contractors, respectively. The Service Agreement will not form any partnership, franchise, joint venture, agency, mandate or employment relationship between the Parties.

26.6. Agreement for A Third Party: Unless otherwise expressly provided for in the Terms of Service, etc., the Service Agreement is not executed for the benefit of a third party.

26.7. Waiver: Failure to enforce its right or delay in execution of its right under the

Terms of Service by either Party will not constitute a waiver of such right.

26.8. Severability: If any provision of the Terms of Service, etc. is held as illegal by a court having jurisdiction, such provision will be deemed as invalid, and the remaining provisions of the Terms of Service will continue to be effective. The Parties will amend such invalid provision according to applicable laws and regulations, as required, to achieve both intentions (aims) as much as possible.

26.9. Notice: All notices required to be given under the Service Agreement will be made in writing, and delivered by hand or by postage pre-paid, first-class mail or registered mail to the other Party at the address designated in the Terms of Service, etc. or another address notified by the other Party for such purpose, or transmitted by facsimile or e-mail to the facsimile number or e-mail address notified in advance by the other Party. An indication of its intention through online procedure separately designated by amnimo will be regarded as the notice set forth above.

Unless provided for in the Service Agreement, a notice given by hand will be deemed to have been received at the time of delivery (or if the delivery is not

made during business hours, at 9:00 am of the first business day after the delivery). A notice given by postage pre-paid, first-class mail or registered mail to the correct address will be deemed to have been received at the time which is expected to arrive through the ordinary course of post.

Unless provided for in the Service Agreement, a notice transmitted through facsimile or e-mail or online procedure will be deemed to have been received at the time of completion of the transmission. (A printed paper recording the time of such transmission which can be obtained by a sender will be a proof of the delivery of notice by facsimile, and the time of transmission will be a proof of the delivery of notice by e-mail unless a sender receives an undeliverable message.)

26.10. Governing Law and Settlement of Dispute: The Terms of Service, etc. will be governed by and construed with the laws of Japan. Any dispute arising out of or in connection with the Terms of Service, etc. will be subject to the jurisdiction of Japan and submitted to the exclusive agreed jurisdiction of the Tokyo District Court in the first instance.

26.11. The Principle of Faith and Trust: Any matter not provided for in the Terms

of Service, etc. will be consulted between the Parties based on the principle of faith and trust.

Regarding the following 'Terms of Sale' only for the customer who buys 'Magnet Set' as an option.

Terms of Sale

The Terms of Sale ("**Terms**") shall apply to any and all sales contracts concluded between amnimo Inc. ("**Amnimo**") and its end user ("**Customer**") through the Customer Portal - a website where Amnimo provides the Customer with services ("**Website**"). Unless it conflicts with the Terms, Terms of Service for "amnimo sense" shall be supplied and be incorporated to the Terms. In the case where there is an agreement separately concluded between both parties, which would be applicable to a specific transaction, such agreement shall take precedence and govern over the Terms.

1. Conclusion of Contract

Amnimo will sell the products (“**Product(s)**”) through the Website to a Customer who has agreed to all provisions of the Terms. The Customer shall be deemed to have agreed to these Terms by clicking the purchase button.

2. Delivery of Product

Amnimo will deliver the Product to the place designated by the Customer through the Customer Portal. Customer is responsible for assuring that the product can be lawfully imported to the destination country. When ordering from Website, Customer is the importer of record and must comply with all laws and regulations of the destination country.

3. Sales Price and Other Charges

The Customer shall pay to Amnimo the sales price and other charges (including, but not limited to tax, etc.) relevant thereto shown at the Website in accordance with the payment terms described therein.

4. Title & Risk of Loss

The title of the Product shall be transferred from Amnimo to the Customer upon

delivery subject to payment, and the risk of loss of the Product shall be transferred from Amnimo to the Customer upon Amnimo's delivery to the carrier.

5. Export of Product

In the event that the Customer exports the Product from the delivered country or region, the Customer shall obtain a prior written consent of Amnimo, and export the Product in compliance with the applicable export-related laws and regulations of Japan, the United States of America and any other applicable countries. Further, when the Customer resells the Product to a third party, the Customer shall notify such third party of the obligation to comply with such applicable export-related laws and regulations, and shall not resell the Product to a third party if there is a risk that such third party illegally exports the Product.

6. Cancellation of Contract

Even after the delivery of the Product, the Customer may cancel a sales contract by giving a prior notice to Amnimo until it starts using the Product. In such case, the Customer shall return the Product to Amnimo at Customer's expense.

7. Cancellation by Amnimo

Amnimo may terminate this Terms:

- (a) upon thirty days written notice of the Customer's material breach unless the breach is cured during that thirty-day period; and
- (b) immediately if the Customer files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches articles 10 or 12.

8. Late Payment Charges

In the event that the Customer delays in the performance of any monetary obligation under a sales contract, the Customer shall pay to Amnimo late payment charges at a rate of 12% per annum or the highest amount permitted by applicable law for the period from the date overdue until the full payment thereof.

9. Warranty

9.1 The scope of warranty for the Product under any individual sales contracts shall be limited solely to what is stated in the Guarantee Policy or any warranties separately provided by Amnimo to the Customer. Otherwise, Customer agrees to disclaim any warranties of whatever nature on the Product, whether express or implied, including, but not limited to, the ones of merchantability, fitness for a particular purpose and non-infringement of rights owned by a third party.

9.2 IN THE CASES WHERE SOFTWARE IS INCLUDED IN THE PRODUCT

("SOFTWARE"), AMNIMO DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. AMNIMO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS THE CUSTOMER MAY HAVE, THAT THE SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, THAT THE SOFTWARE HAS NO INCONSISTENCY OR INTERFERENCE WITH OTHER SOFTWARE, THAT THE SOFTWARE OR THE RESULTS ARISING THEREFROM IS PRECISE, RELIABLE OR UP-TO-DATE, THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR SOFTWARE REQUIRED TO RUN THE SOFTWARE, OR THAT THE SOFTWARE IS FREE OF VULNERABILITY TO INTRUSION OR ATTACK. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THEY MAY NOT APPLY TO THE CUSTOMER.

10. Confidentiality

10.1 The Customer shall not disclose or divulge any Amnimo's trade secret obtained through individual sale and purchase transactions (collectively "**Confidential**

Information") to any third parties (including its own directors and employees); provided, however, that, the Confidential Information shall not include the following:

- (a) Information which had already been publicly known when being disclosed to the Customer or which becomes publicly known thereafter for reasons not attributable to the Customer;
- (b) Information which had already been held by the Customer at the time of its disclosure;
- (c) Information lawfully obtained by the Customer from a third party without confidentiality obligations; and
- (d) Information independently developed by the Customer without using any Amnimo's Confidential Information.

10.2 Notwithstanding the preceding paragraph, the Customer and Amnimo may disclose Confidential Information only to their own directors or employees who need to know it to perform the obligations prescribed under the individual sales contract; provided that, in such case, appropriate measures shall be taken to impose confidentiality obligations on such directors or employees to whom the Confidential Information is disclosed.

10.3 The Customer shall not use Confidential Information for the purposes other than those necessary for the individual sale and purchase transactions.

10.4 The Customer shall not reverse engineer, decompile, or disassemble the Products, the Software or any portion thereof delivered from Amnimo.

11. Infringement

The Customer shall indemnify and hold harmless Amnimo and its related companies from any damages (including actual costs of attorneys' fees) arising out of or in connection with any claim by a third party claiming infringement of rights or interests (including infringement of intellectual property rights) arising out of or in connection with any breach by the Customer of any of the articles of this Terms.

12. Compliance

The Customer agrees and undertakes that in connection with the use of the Products, the Customer shall, and procure that the Customer, its affiliates, and other directors, officers and employees, or any third party acting on their behalf or for their benefit, conduct their businesses in conformity with applicable laws and regulations relating to bribery or corruption, money laundering, and sanctions measures or embargos. The Customer represents and warrants as of the date of the conclusion of this Terms that none of the Customer, its affiliates, and other directors, officers and employees, or any third party acting on their behalf or for their benefit, has breached any such laws and regulations.

13. Limitation of Liability

EXCEPT TO THE EXTENT THAT LIABILITY MAY NOT LAWFULLY BE EXCLUDED OR LIMITED BY CONTRACT, AMNIMO SHALL NOT BE LIABLE TO ANY PERSON OR LEGAL ENTITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF MATERIALS OR PRODUCTS, LOSS OF PRODUCTION, LOSS OF CONTRACTS, LOSS OR DESTRUCTION OF DATA, LOSS OF AVAILABILITY AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE OF THE PRODUCT, OR ARISING OUT OF ITS GENERATED APPLICATIONS OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED IN WARRANTY (EXPRESS OR IMPLIED), CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE GROUNDS. IN NO EVENT AMNIMO'S AGGREGATE LIABILITY FOR ANY CAUSE OF ACTION WHATSOEVER SHALL EXCEED THE SALES PRICE PAID TO AMNIMO IN ACCORDANCE WITH A SALES CONTRACT.

If the product delivered by Amnimo is altered, modified or combined with other product and/or software or is otherwise made different from Amnimo's general specifications, basic specifications, functional specifications or manuals without Amnimo's prior written consent, Amnimo shall be exempted from its obligations and liabilities under

this Terms or by law.

14. Force Majeure

In the event that any unavoidable situation due to force majeure events, including but not limited to any natural disaster, fire, dispute at the Product manufacturer, dispute or accident at the transportation, or any other events beyond the reasonable control of Amnimo arises and it is impossible to avoid failing to perform the obligations prescribed under the contract with respect to a part or the whole of the Product, Amnimo shall promptly inform the Customer thereof and make best efforts to perform such obligations, but in such case, Amnimo shall be exempted from liability for damages and any other liabilities caused by such unavoidable situation.

15. Governing Law and Jurisdiction

15.1 These Terms shall be governed by and construed in accordance with the laws of Japan without regard to the principles on conflict of laws.

15.2 If the Customer is a Japanese resident or entity, all disputes, controversies or differences which may arise between the parties hereto, out of, in relation to or in connection with the Terms ("**Dispute**") shall be brought exclusively in the Tokyo District Court (The Main Court) in Japan. If the Customer is not a Japanese resident or entity, any Dispute shall be finally settled by arbitration in Tokyo, Japan in

accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. All proceedings in arbitration shall be conducted in the English language, unless otherwise agreed. The award of arbitration shall be final and binding upon both parties, however, each party may make an application to any court having jurisdiction for judgment to be entered on the award and/or for enforcement of the award.