

## **Global B LITONE Co., Ltd. Agreement of Use**

### **Global B LITONE Agreement of Use (Common provisions)**

User (Hereinafter referred to as "the user") who uses each service provided by Global B Co., Ltd. (Hereinafter referred to as the Company) will use this service (Including free trial of each service. Hereinafter, they are collectively referred to as "this service") based on this agreement. By the time the user applies for the use of this service, the user agrees to the contents of this agreement.

This agreement is a legal agreement between the user of this service and the Company, and applies to all the users. In addition to common provisions, this agreement may include "additional provisions" that apply to the Services. If additional provisions are applied, the common provisions and additional provisions constitute the legal contract for customer's use of the Service.(Contracts consisting of common provisions and additional provisions are collectively referred to as "this agreement".) In the event of any conflict between the common and additional provisions, the additional provisions applicable to the covered services shall prevail.

The Company shall be able to change the provisions of this agreement as appropriate with the following notice. When changing the contents of this agreement, the company will notify the customer of the changed contents, effective date and time, etc. by this service at least one month before the effective date, or by other methods separately determined by the Company.

If the user does not agree to the change, the user shall cancel this service and stop using it before the change becomes effective. If the user does not cancel, the new provisions of this agreement will be applied automatically.

### **Article 1 (Definition)**

The definitions of terms in this agreement are as follows.

1. "The user" is a corporation / organization / person that has applied for the use of this service in accordance with the procedures prescribed by the Company after approving this agreement, and has been licensed to use this service by the Company.
2. "Service infrastructure" means telecommunication line equipment mainly intended to be used for this service, which is installed by the Company.
3. "User terminal" means various servers, terminal equipment, other communication equipment and communication network installed by the user who uses this service.
4. "User account, etc." means an ID for logging in, an e-mail address, a password, an access URL, and other information required for a user to access each service.

## **Article 2 (Application)**

1. If the user wishes to use this service, the user's e-mail address and other matters specified by the Company to specify the content of the application (Hereinafter, referred to as "user information") will be submitted to the Company by our agency (Hereinafter referred to as "sales agent") or other method specified by the Company.

User information should be true, always up-to-date and accurate. By registering user information, it is considered as an application for this service, and if the Company approves the application for this service, this service will be available. It may be necessary to apply for each service.

2. If each application falls under any of the following items, the Company reserves the right not to accept the application for this service or cancel this contract to continue to use this service and others which the Company provides in the future.

- (1) When an application is made with false or inaccurate content.
- (2) When the applicant has neglected the contractual obligations in each service provided by the Company in the past, or when the Company determines that there is a risk of negligence in the future.
- (3) When the Company determines that it is difficult to continuously provide this service for a reasonable reason.
- (4) When the Company judges that development and providing services similar to this service are being made.
- (5) In addition, when the Company determines that there is a significant obstacle to the performance of business.

3. If there is a change in user information, etc., it will be as follows.

- (1) When a change occurs in the e-mail address or other user information, the user shall promptly change it by the prescribed method.
- (2) If the user changes the user information, etc., the Company shall send or transmit the information, notification, etc. to the changed destination thereafter.

If the Company notifies and contacts the invalid destination and cannot contact the user because the user information etc. is changed without notification, any damages which occur to the user and a third party, the Company is not responsible for.

4. If the Company permits the use of this Service, it may issue a User Account to the User. The issued User Account shall be managed by the User responsibly. The Company are not responsible for any damages caused by loss, leakage, unauthorized use, etc. of the User Account, etc. which were not caused by reasons attributable to the Company.

### **Article 3 (Use of user information, etc.)**

1. The company may use part or all of user information, etc. for the following purposes.
  - (1) For the management and operation of this service.
  - (2) To make the necessary contact for the user to use the service.
  - (3) To send notifications about campaigns, questionnaires, advertisement distribution, other products, services, etc. or giveaways.

If it is informed that the user does not want the notifications, the Company will not send them again.

2. If the user cannot be contacted, or if the information is urgent or important, the Company has no choice but to use some function of this service to contact the user. If the company cannot contact the user through these means as well, it will not take responsibility for not contacting the user.
3. The Company may disclose user information, etc. when requested by a judicial institution, etc. based on laws and regulations.
4. Other provisions regarding user information are set forth in the Company privacy policy.

### **Article 4 (Free trial)**

1. The user can try each service free of charge within the range separately determined by the Company. However, users who have used the paid service once, cannot try it for free after that.
2. If the user wishes to use the paid service regularly, the user shall apply according to the application method for regular use notified separately on this service.

### **Article 5 (Service period and paid usage period)**

The period of the paid service is as follows

1. When using this service on a monthly basis (Hereinafter referred to as "monthly usage"), it shall be one month from the first day of the month following the month in which the usage contract was established.

In addition, if there is no notification of termination within this period, the same content will be updated from the next month onward.

2. When using this service on an annual basis (Hereinafter referred to as "annual use"), it shall be one year from the first day of the month following the month in which the usage contract was established.

Also, if the user does not notify the update or termination within 5 business days before the expiration of this period, the same content will be updated from the next month onward.

3. Unless otherwise specified, cancellation is not possible during the service period.
4. Billing for paid services will start on the 1st of the month following the month that includes the day when the Company accepts the application for paid services by the user. However, if the application is made 5 business days prior to the end of the previous month, the date when the user can actually start using the service may change within 5 business days from the application date.
5. The Company will charge the service fee for the next month to the monthly user on the last business day of the previous month based on the application as of the end of the previous month. The user shall pay the service fee for the current month based on the invoice by the end of the month. If the user applies via a sales agent, the method specified by the sales agent shall be followed.
6. The Company will charge the annual service fee to the annual user within 2 business days after receiving the application for the paid service. The user shall pay the service fee by the end of the month following the request from the Company. If the user applies via a sales agent, the method specified by the sales agent shall be followed.
7. Notwithstanding the provisions of the preceding two paragraphs, the Company will not respond to downgrades under any circumstances and will not refund any service fees already paid.

#### **Article 6 (Service fee)**

1. The usage fee for the paid service shall be based on the usage fee table for the service to be written separately. In addition, initial costs may be incurred when receiving paid services.

In addition, when using the paid service, the communication fee, bucket fee, and other communication-related costs incurred for the carrier shall not be included in the service fee.

2. Even if the campaign price etc. is applied at the time of contract, it will be the normal

price in principle after the application period has passed.

3. The user shall pay the fee for the service to the Company or the sales agent by the payment date specified individually according to the service period.
4. If there is still no payment for service charges and other debts after the due date, the user pays to the Company as late interest the amount obtained by calculating at a rate of 14.5% per year for the period from the day after the payment due date to the day before the payment date. The ratio per year shall be the ratio per 365 days even for the period including leap year days.
5. Unless otherwise specified, the Company will not refund any service fees already paid.

#### **Article 7 (License change, renewal, termination)**

1. The handling of license changes and changes in the number of users of paid services is as follows.

However, in any case, the Company will not respond to downgrades and decrease in the number of users during the service period, and the Company will not refund any service fees already paid.

- (1) For monthly usage

Users can upgrade the service or add more users by notifying the Company by the method specified by the Company.

In addition, the service fee based on the changed content shall be applied from the month following the month when the Company received the service change notification.

- (2) For annual use

Users can upgrade the service or increase the number of users by notifying the Company by the method specified by it.

The Company applies the content of the change based on the difference between the new grade and the old grade according to the number of months from the month following the month when the service change is notified until the end of the service period, or the payment for the additional number of users.

2. The termination of the paid service shall be as follows.

In addition, when the service is terminated, the user's registration data is completely deleted and cannot be restored.

(1) For monthly usage

A user who wishes to terminate the paid service shall notify the Company by the method specified by the Company within 1 day prior to the last 5 business days of the end of the month before the desired termination of the service, and perform the prescribed procedure.

If there is no prescribed procedure, the contract will be automatically renewed for one month.

(2) For annual use

The Company shall be notified by the method specified by the Company at least 5 business days prior to the expiration date of the paid service, and the prescribed procedure shall be carried out.

If there is no prescribed procedure, the contract will be automatically renewed with monthly usage.

**Article 8 (Maintenance of settings)**

The user shall maintain the settings and usage conditions of the user terminal and other hardware under user control required for using this service, so as to conform to the technical standards and technical conditions set by the Company.

The setting and maintenance shall be done at the user's responsibility and expense.

**Article 9 (Handling of registration data)**

1. The Company shall be able to optionally back up the data registered by the user (Hereinafter referred to as "registration data") in this service for the convenience of recovery in the event of a server failure or outage without obtaining the consent of the user.
2. The Company shall not be liable for any damages caused to the user or a third party regarding the storage, deletion, backup, etc. of the user's registered data after the trial period that is based on Article 4.
3. The Company may monitor and access the registration data for the following purposes:

- (1) For safe operation of service infrastructure.
  - (2) To prevent problems with this service or the system of this service.
  - (3) To resolve the support problem when the user requests the Company in connection with the support problem of this service.
4. At the time of trial of each service, the Company may delete some data to improve the service without obtaining the consent of the customer.

#### **Article 10 (Cancellation)**

1. If the user falls under any of the following items, the Company shall be able to immediately cancel this service contract without any notice to the user.
  - (1) When the user violates any of the provisions and conditions of this agreement.
  - (2) When there is a false statement or omission in the application items.
  - (3) In the case of any hindrance to our business performance and service infrastructure, etc. or any act that may cause such a hindrance.
  - (4) When the user receives an application for bankruptcy, corporate reorganization procedure, civil rehabilitation procedure, or file a petition itself.
  - (5) What the Company has determined to be provisional seizure of important property or provisional disposition of serious acts, when the user receives compulsory execution, auction, etc. notification stipulated in Law 2 regarding provisional registration guaranty contract, suspension of transaction at a clearing house, delinquency of tax and public dues, or other delinquency, or if the user for any reason receives these complaints, dispositions, notifications.
  - (6) When the Company cannot contact the user by telephone, fax, or e-mail for a long period of time.
  - (7) Other cases specified separately by the Company.
2. If this service is canceled, the user will not be able to use its user account, etc. at all. If the Company requests the return or disposal of these items, the user must comply with the Company. In addition, the data, files, and any other information registered by the user cannot be used or viewed at all thereafter.

#### **Article 11 (Intellectual property rights, etc.)**

Copyrights, trademark rights, design rights, patent rights, utility model rights, know-how, and other rights (Hereinafter referred to as "intellectual property rights, etc.") relating to this service and each content of this service belong to the Company.

These intellectual property rights, etc. are protected by copyright law, trademark law and other intellectual property laws and treaties. Therefore, the user must treat these like other

copyrighted works.

The intellectual property rights of each content accessed, displayed and used from this service are the property of each information content provider, and are protected by copyright law and other intellectual property laws and treaties.

## **Article 12 (Prohibited matters)**

1. When using this service, the user must not perform any of the following actions.
  - (1) Copying, distribution and lending of user accounts to non-users, disclosure to third parties, leasing, collateral setting.
  - (2) Modification, translation, alternation, change, analysis, creation of derivative services, and distribution of documents and programs related to this service.
  - (3) Acts that infringe on the intellectual property rights of the Company or a third party.
  - (4) Acts that damage the property, credit, honor, etc. of the Company or a third party, and acts that infringe on privacy rights, portrait rights, and other rights.
  - (5) Acts that give financial or mental disadvantage to the Company or a third party.
  - (6) Acts of slander or harassment against the Company or a third party.
  - (7) Phishing under the pretext of the company or a third party's site.
  - (8) Acts that are offensive to public order and morals (antisocial activities and their promotional activities).
  - (9) Criminal acts (including computer viruses, junk emails, spam emails, chain letters, uploading and distribution of harmful files, aiding murder, predatory underage, and acts of pyramid scheme) and acts that promote or imply the execution of the criminal act.
  - (10) Acts of registering and providing information and data including harmful programs.
  - (11) The act of sending a large amount of information using the communication function included in this service, or the act of indiscriminately sending an e-mail, etc. to an unspecified person against that intention, or acts such as delivering an email to a destination that has not been approved in advance.
  - (12) Acts that are judged to have an adverse effect on minors.
  - (13) Acts judged to be social acts related to sex, religion, and politics.
  - (14) Actions that the Company determines to interfere with or may interfere with the operation of this service and all services provided by the Company.
  - (15) Acts that damage the credibility, honor, etc. of this service and all services provided by the Company, or acts that may cause such damage.
  - (16) Acts that violate the provisions of this agreement.
  - (17) Acts that violate laws and regulations, criminal acts, acts that assist them, or acts that may cause such acts.
  - (18) Other acts that violate the laws of Japan using telecommunications and electromagnetic technology and the laws of the country to which the user belongs, and acts that the Company deems inappropriate.

2. If the use of this service or user account falls under any of the items in the preceding paragraph, we will take measures such as discontinuation of providing this service or suspending the use of the user account, and other measures that the Company deems necessary.
3. The Company shall not be liable for any direct, indirect or any other damages caused by taking the suspension measures set forth in the preceding paragraph.
4. If the service is stopped, the user account, etc. cannot be used at all. If the Company requests the return or disposal of these items, the user must comply with the Company. In addition, the data, files, and any other information registered by the user cannot be used or viewed at all thereafter.

### **Article 13 (Warranty scope)**

1. In providing this service, except for the case stipulated in Article 17 (Suspension of service) of this agreement, the Company guarantees to the user that it will not stop this service for more than 24 hours in a row due to an abnormality in the service infrastructure installed by the Company.

If the Company can confirm that the Company has violated the warranty, and if there is a request from the user, at our option, the Company will reduce the service fee from the month following the month in which the fact of violation occurred, extend the service period, or refund all or part of the service fee in the month in which the fact of violation occurred.

In this case, the reduced charge or extension period of the service shall be determined by the Company from the number of days equivalent to the number of days to the maximum of one month by calculating the number of days for the suspension time of this service every 24 hours.

2. Notwithstanding the provisions of the preceding paragraph, if the cause of this service suspension falls under any of the following, it will not be covered by the warranty.
  - (1) When the service used by the user is a trial version of each service, etc.
  - (2) When it is caused by the operating system, hardware configuration, network environment and other usage environment of this service under the user's environment.
  - (3) In addition, if it is not due to any reason attributable to us.
3. A request based on Paragraph 1 of this Article shall be accompanied by a document certifying the payment of this service usage fee and a document certifying the content and date of occurrence of the violation within 60 days from the date of occurrence of the violation.

4. The user confirms and agree here that, unless otherwise specified, the warranty set forth in paragraph 1 of this article is the only warranty related to the use of this service, and all other risks are solely the user's responsibility.

The Company shall not guarantee, except for the guarantee provided in Paragraph 1 of this Article, any of them: the functions included in this service satisfy the user's request, this service operates normally, and defects (including so-called bugs, structural problems, etc.) will be fixed.

In addition, any oral or written information or advice of the Company does not make any new warranty or does not extend the scope of this warranty in any other way.

The Company may change or discontinue the services associated with this service without the prior permission of the user.

The Company does not permanently guarantee the same usage environment as this service at the time of concluding this agreement.

#### **Article 14 (Limitation of Liability)**

1. Regarding this service, if the Company or the supplier of this service is liable for damages, the upper limit of the amount of damages shall be the amount equivalent to one year of the usage fee for the year in which the user suffers damage.

However, under any circumstances (including torts, contracts and other legal grounds) the Company shall not be liable for the loss of operating value and operating profit, business interruption, computer failure damages and any indirect, incidental, special, consequential or punitive damages, including and any other commercial losses or damages caused by using or not using this service and other services through this service for users and other third parties.

2. If a user causes damage to the Company or a third party through the use of this service, the user shall compensate for the damage at its own expense and responsibility, and shall not be able to claim any compensation from the Company.
3. If a dispute arises between the user and a third party through the use of this service, the user shall be responsible for resolving the dispute, and no arbitration, inquiry or any other request may be made to the Company.

#### **Article 15 (Change / termination of this service)**

The Company may change the contents of this service without prior notice to the user, but the user agrees to it, which makes certain services unavailable, and other disadvantages or disadvantages to the user. The Company shall not be liable for any damages incurred to the

user.

#### **Article 16 (Suspension of service)**

1. The company will perform regular maintenance on this service as necessary. During regular maintenance, the system may be suspended or some functions may not be available. The maintenance schedule will be reported in Japanese and English on the service website, etc. at least 24 hours in advance.
2. Notwithstanding the provisions of the preceding paragraph, the Company may suspend the provision of this service if any of the following items apply.
  - (1) When this service or other systems and telecommunications equipment necessary to provide this service are unavoidable due to maintenance or construction, or when unavoidable failures occur in these.
  - (2) When it is difficult to provide normal service due to a significant load or failure of this service, or when the Company judge that it is difficult.
  - (3) When the Company recognize that there is a possibility that users, third parties, etc. will be significantly damaged by providing this service such as data falsification and hacking.
  - (4) When it becomes difficult to provide this service based on this service contract due to the suspension or suspension of the provision of telecommunications services by the telecommunications carrier or domestic and overseas telecommunications carriers.
  - (5) When an emergency occurs or is likely to occur due to a natural disaster, war, civil war, enactment, revision or abolition of laws, or another force majeure.
  - (6) When the user delays payment for this service.
  - (7) In addition, when the Company determines that it is necessary to suspend the provision of this service or make an emergency suspension.
3. As a general rule, the Company do not accept emergency stop requests from users and third parties.
4. The Company will not be liable for any damages caused to users or third parties due to our suspension or failure to suspend this service.

#### **Article 17 (Discontinuation of service)**

The Company shall be able to abolish all provisions of each service based on this service contract. In this case, the Company shall notify the user by the means provided by the Company at least 3 months before the scheduled abolition date.

#### **Article 18 (Collaboration Service)**

1. This service is available only when the user is using "kintone on cybozu.com" (Hereinafter referred to as "cooperation service") provided by Cybozu, Inc. and can be used together with the cooperation service.
2. To use this service, a contract that allows API connection of the linked service is required. A separate contract is required between Cybozu, Inc. and the user regarding the use of the service.
3. The user shall be able to use it only for one subdomain of the cooperation service that it wishes to cooperate with.

#### **Article 19 (Management Responsibility)**

1. The user shall make the person in charge of using this service comply with the contents of this agreement, and manage it with the care and obligation of a good manager.
2. If the load on the service infrastructure is expected to exceed the standard set separately by the Company, the user shall make an offer to the Company in advance. If the usage exceeds the standard without request, the Company reserves the right to suspend the use without notice to the user and to charge an additional fee.

#### **Article 20 (Restrictions)**

If the uses of the kintone API exceeds the standard specified by the Company or the provider of the linked service and interferes with the provision of this service to other users and the Company needs to restrict the use, the Company may make a decision to set restrictions to the user on the number of times this service is used, the time of use, and the amount of data that can be transferred. The details of usage restrictions shall be in accordance with the provisions separately set by the Company.

#### **Article 21 (Free use)**

The user shall be able to use this service free of charge for a period separately determined by the Company. However, even during the free usage period, a separate contract is required between Cybozu, Inc. and the user to use the linked service.

## **Article 22 (Cancellation)**

1. In the case of monthly usage, the user can cancel by submitting the cancellation application form by the method specified by the Company.

The cancellation application form must be submitted and approved by the company 6 business days prior to the end of the month.

2. In the case of annual use, the contract can be canceled by reporting to the Company by the method specified by the Company that it will not be renewed, at least 5 business days prior to the expiration date.

## **Article 23 (Publication of cases)**

The Company shall be able to disclose the user's name as a company introducing this service only when the user is a corporation, unless the user requests that it be disclosed.

## **Article 24 (Exclusion of antisocial forces)**

1. The user and the Company shall guarantee, to the other party, no person is its officer or employee who has not passed five years since he/she was no longer a gangster, or an associate member of a gangster (Hereinafter, these are referred to as "gang members, etc."). The user and the Company shall assure, to the other party, that it will not fall under any of the following items,

- (1) Having a relationship in which gangsters, etc. are recognized as controlling management.
- (2) Having a relationship in which the members of the gangsters, etc. are deemed to be substantially involved in management.
- (3) Having a relationship that is recognized as unfairly using a gangster, etc. for the purpose of gaining wrongful profits of oneself or a third party or for the purpose of damaging a third party.
- (4) Having a relationship such as providing funds, etc., or providing convenience to gangsters, etc.
- (5) An officer or a person who is substantially involved in management has a relationship with a gangster, etc. that should be socially criticized.

2. If, contrary to the statements and commitments set forth in the preceding paragraph, the user and the Company find that the other party, the officer of the other party, or the employee of the other party falls under any of the items of the preceding paragraph, such as a gangster, etc., the service contract can be canceled immediately without any notice.
3. The provisions of Article 13, Paragraphs 3 and 4 shall apply mutatis mutandis when the Company cancels the service contract in accordance with the preceding paragraph.

**Article 25 (Survival clause)**

The provisions of Articles 12, 15, 21 and 22 of this Agreement shall survive the termination of this Agreement.

**Article 26 (Governing law and jurisdiction, etc.)**

This agreement shall be governed by the laws of Japan, except for the application of the principle of conflict of law.