

SHIPSWEB Service Terms of Use

These Terms of Use (“Terms of Use”) govern the terms and conditions regarding provision of the SHIPSWEB information support service provided by Yanmar Engineering Co., Ltd. (the “Company”) for marine engines used in vessels (the “Service”) as well as the related rights and obligations of the Company and the User (as defined below).

To use the Service, the User must agree to these Terms of Use after reading them in their entirety. Upon starting to use the Service, the User shall be deemed to have agreed to these Terms of Use.

Chapter 1 General Provisions

Article 1 (Definitions)

The terms used in these Terms of Use shall be defined as follows.

- (1) “Company Website” refers to the website managed and operated by the Company whose domain name includes the character string “ye-shipsweb.yanmar.com/” in whole or in part.
- (2) “User Agreement” refers to a user agreement concluded between the Company and a User concerning the Service, including these Terms of Use.
- (3) “Registration Applicant” refers to an individual (limited to business operators) or a juridical person who desires to use the Service and applies or intends to apply for registration.
- (4) “User” refers to a Registration Applicant whom the Company has consented to register as a User of the Service pursuant to the provisions of Article 4.
- (5) “Intellectual Property Rights” refer to copyrights, patents, utility model rights, design rights, trademark rights, and other intellectual property rights (including rights to acquire such rights and rights to apply for registration, etc. of such rights).
- (6) “Personal Information Protection Act” refers to the Act on the Protection of Personal Information (Act No. 57 of 2003).
- (7) “Personal Information” refers to the personal information described in Article 2, paragraph (1) of the Personal Information Protection Act.

- (8) “Registered Matters” refers to information about a User that said User has provided to the Company to register as a User of the Service.
- (9) “Paid Service” refers to the Service that a User will be able to use in exchange for payment of the Usage Fees.

Article 2 (Application)

1. These Terms of Use have been set forth to prescribe the terms and conditions regarding provision of the Service and the rights and obligations of the Company and the User concerning use of the Service; they apply to any and all relationships between the User and the Company concerning use of the Service.
2. In addition to these Terms of Use, the Service is also governed by other provisions separately prescribed and posted by the Company on the Company Website.
3. If there is any inconsistency between these Terms of Use and the provisions separately prescribed by the Company referred to in the preceding paragraph, these Terms of Use shall prevail unless application of such provisions is subject to special conditions.
4. All indications of dates and times in or in relation to these Terms of Use, the Company Website, and the Service shall be interpreted as being expressed in Japan Standard Time.

Article 3 (Amendments)

1. The Company may amend the amount of usage fees for the Service, the content of the Service, and any of the provisions of these Terms of Use (collectively, “Agreed Terms, etc.”) at its discretion. Any amendments, etc. to these Terms of Use shall be posted on the Company Website or notified to Users by a method determined by the Company, by specifying the date of enactment of the amendment.
2. If the User continues to use the Service as of the effective date indicated on the notice pursuant to the preceding paragraph or after the effective date, the User shall be deemed to have agreed to the amended Terms of Use.

Article 4 (Registration)

1. A Registration Applicant may submit an application to the Company for registration as a User of the Service by providing the Registered Matters by the method determined by the Company. Upon agreeing that these Terms of Use will constitute an agreement between the Company and the Registration Applicant, the Registration Applicant shall be deemed to have agreed to the individual provisions of these Terms of Use.
2. The Company shall determine whether to register a Registration Applicant who has applied for registration pursuant to the preceding paragraph in accordance with the Company's applicable standards, and if the Company agrees to register the Registration Applicant, it shall notify the Registration Applicant to that effect by a method determined by the Company ("Registration Permission Notice"). When the Company issues a Registration Permission Notice, registration of a Registration Applicant as a User is complete.
3. The Company may refuse to register or re-register a Registration Applicant if said Registration Applicant falls under any of the following items, and the Company has no obligation to disclose the reason therefor:
 - (1) There is a false statement, error, or omission with regard to the whole or part of the Registered Matters that the Registration Applicant has submitted to the Company;
 - (2) The Company has determined that the Registration Applicant falls under Anti-social Forces, etc. (referring to crime syndicates, crime syndicate members, right-wing organizations, anti-social forces, and other parties similar thereto; the same shall apply hereinafter), or is cooperating with Anti-social Forces, etc. or is involved in the maintenance, operation, or management of Anti-social Forces, etc. through the provision of funds, etc. or has exchanges with or is involved in Anti-social Forces, etc. in any other way;
 - (3) The Company determines that the Registration Applicant is a person who has previously violated an agreement with the Company or a person related to such a person;

- (4) The Company determines that the Registration Applicant has engaged in or is likely to engage in any of the acts listed in the items of Article 14 (Prohibited Acts);
- (5) The Registration Applicant has been subject to any of the measures as prescribed in Article 22 (Discontinuation of Use or Cancellation by the Company); or
- (6) The Company otherwise determines that the registration is inappropriate.

Article 5 (Changes in Registered Matters)

1. If there is any change to the Registered Matters, the User shall notify the Company of said change without undue delay by the method determined by the Company.
2. The Company shall not be liable for any damage incurred by the User or third parties due to the failure of the User to give notice as prescribed in the preceding paragraph.

Article 6 (Account Issuance and Execution of the User Agreement)

1. After sending the Registration Permission Notice, the Company shall promptly issue a user ID and password (“Account”) to the User.
2. Upon issuance of the Account referred to in the preceding paragraph, the User Agreement as prescribed in the individual provisions of these Terms of Use shall come into effect, and the User may thereafter use the Service in accordance with these Terms of Use.
3. The User shall manage and keep the Account for the Service appropriately at the User’s own responsibility and shall not enable a third party to use it or loan, assign, transfer, or sell it to a third party.
4. The Account granted to the User by the Company may only be used by officers and employees of the User or other persons who engage in the business of the User.
5. The Company may change the Account that it has granted to the User after notifying the User in advance.

6. The User shall be liable for any damages arising from inadequate management of the Account, errors in the use of the Account, use of the Account by a third party, etc. The Company shall not be liable for any such damages.
7. The Company may attribute to the User any use of the Service after issuance of the Account.
8. The Company may deactivate the Account of a User if the Company determines, based on the Company's standards, that the Account may have been used in an unauthorized manner. In this case, the User shall request that the Account be re-activated in accordance with the procedure determined by the Company. The Company shall not be liable for any damages incurred by the User due to its inability to use the Account as a result of the Company's act of Account deactivation.
9. Any Subaccount obtained by a User shall also be governed by the preceding paragraphs.

Chapter 2 Details of the Services

Article 7 (Provision of the Service)

The contents of the Service include the whole or part of responses to technical inquiries, engine performance diagnoses, parts wear forecasts, search support for technical materials, and onboard maintenance support provided through a chatbot for the purpose of labor savings and efficiency improvement in the User's ship management operations. Further details of the Service and an explanation of its functions can be found on the relevant pages of the Company Website. The Company may add, change, or delete contents, functions, etc., of the Service from time to time; such additions, changes, deletions, etc., shall be implemented in accordance with the provisions of Article 3 (Amendments).

Article 8 (Usage Fees, Calculation Method, etc.)

1. The Service is available for use free of charge except for the Paid Service. The User applying for the use of the Paid Service shall pay to the Company the amount stipulated in the Paid Service fee table posted on the Company Website, etc. together with the applicable consumption tax ("Usage Fees, etc.") as consideration for use of the Paid Service. The user agreement for the Paid Service ("Paid Service User Agreement") shall be executed on the day when the Company, in response to

a User's application for the use of the Paid Service, sends a notice to the effect that the Company agrees to the User's use (the date of execution of the Paid Service User Agreement shall be referred to as "Paid Service User Agreement Execution Date"). The User cannot use the Paid Service unless the Company has confirmed payment of the Usage Fees, etc. (except for the month of the Paid Service User Agreement Execution Date).

2. The User applying for the use of the Paid Service shall pay the Usage Fees, etc. prescribed below; provided, however, that the Paid Service shall be provided free of Usage Fees, etc. during the month of the Paid Service User Agreement Execution Date.

Note

The User shall pay the Usage Fees, etc. corresponding to a period of twelve (12) months starting from the month immediately following the month of the Paid Service User Agreement Execution Date by the twenty-fifth (25th) of the month of the Paid Service User Agreement Execution Date (if the twenty-fifth (25th) falls on a holiday, such as a Saturday, Sunday, or national holiday, the immediately preceding weekday; the same shall apply hereinafter in this article and Article 25, paragraph 3) by (i) credit card, (2) automatic account-to-account funds transfer, or (iii) bank transfer. Any fees incurred for funds transfers, as well as other fees incurred for payment, shall be borne by the User.

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3. Notwithstanding the provisions of the preceding paragraph, if the Paid Service User Agreement Execution Date falls between the twenty-first (21st) and the last day of the same month, the User shall pay the Usage Fees, etc. corresponding to the twelve (12) months starting from the month immediately following the month of the Paid Service User Agreement Execution Date by the last day of the month of the Paid Service User Agreement Execution Date.
4. The Company shall issue and send an invoice for Usage Fees, etc. for the Paid Service to the User by email or any other method determined by the Company on or around the twentieth (20th) of each month (or immediately after the execution of the Paid Service User Agreement in the case of the preceding paragraph). The Company may outsource such billing and settlement services to a settlement services company.

5. The Usage Fees, etc. for the Paid Service shall be payable regardless of whether or not the User uses the Paid Service.
6. Any change in the Usage Fees, etc. by the Company shall be governed by the provisions of Article 3 (Amendments).
7. The User shall pay all Usage Fees, etc. and make any other payments of costs related to the Service in Japanese yen (JPY).

Article 9 (Late Charge)

If the User fails to pay Usage Fees, etc. for the Paid Service by the applicable payment due date, the User shall pay to the Company a late charge, the amount of which shall be calculated at an interest rate of 14.6% p.a. for the number of days from the day immediately following the applicable payment due date to the day immediately preceding the actual payment date.

Article 10 (Backups)

The User shall back up any information and data that it has acquired or prepared while using the Service (“Data, etc.”) at its own responsibility. Except for cases in which the Company provides backup services pursuant to the provisions of a separate agreement, the Company shall not be responsible for the storage, saving, backup, etc., of Data, etc. (including, but not limited to, responsibility for restoring Data, etc.)

Chapter 3 Other General Provisions

Article 11 (Telecommunication Lines)

1. Any telecommunication lines used to connect a device used by the User with the Company Website shall be secured and maintained at the User’s own responsibility and cost, and the Company shall take no responsibility for them.
2. The User shall bear all communication costs incurred to use the Service.

Article 12 (Management of Personal Information by the Company)

1. In recognition of the importance of protection of Personal Information, the Company has established the Yanmar Privacy Policy. Any Personal Information of

the User provided to the Company through the Service will be obtained properly and used only for the specified purposes of use in accordance with the Yanmar Privacy Policy.

[Yanmar Privacy Policy]

https://www.yanmar.com/jp/privacy_policy.html

2. The Company and the User shall each appoint a person to be responsible for management of the Personal Information handled in connection with use of the Service and shall take necessary measures to prevent accidents, such as leakage, loss, alteration, destruction, etc., of Personal Information.

Article 13 (Subcontracting)

The Company may use third-party subcontractors to execute all or part of services related to provision of the Service without obtaining the User's consent; provided, however, that the Company shall manage any such subcontractors responsibly.

Article 14 (Prohibited Acts)

In the course of use of the Service, the User shall not engage in any of the following acts:

- (1) An act that violates or may violate laws and regulations or these Terms of Use or any other agreements concerning the Service;
- (2) Disclosing to a third party any materials related to the Service provided by the Company;
- (3) An act that infringes or may infringe on the Intellectual Property Rights or any other rights of the Company or of a third party;
- (4) Copying, modifying, adapting, etc., the whole or part of the software that constitutes the Service;
- (5) Loaning to a third party or enabling a third party to use the whole or part of the Service for a fee or free of charge without obtaining the Company's prior consent;
- (6) Providing the Company with false, incomplete, or inaccurate information in connection with the Service during registration or notification;

- (7) An act that may lead to the unauthorized publication, disclosure, provision, or leakage of confidential information or Personal Information of the Company or a third party to other third parties;
- (8) An act that places an excessive burden on the Service;
- (9) An act designed to collect information on other Users of the Service;
- (10) Misrepresenting oneself as another User or as a third party;
- (11) Using the Account of another User of the Service;
- (12) An act of creating an Account or using the Service by a person who engages in a business that competes with the Company;
- (13) Enabling a person who engages in a business that competes with the Company or any other third party to use the Service;
- (14) An act that violates the public order or morals;
- (15) An act that obstructs or may obstruct use of the Service by other Users;
- (16) Unauthorized access to or cracking of hardware or software that constitutes the Service, or any other acts that cause a disruption in facilities, etc.;
- (17) An act that obstructs or may obstruct provision of the Service;
- (18) Analysis or reverse engineering of the software that constitutes the Service or any other acts intended to obtain the software source code;
- (19) Using the Account of another User, or attempting to obtain access to the Account of another User; and
- (20) Browsing, changing, or altering the data of other Users, or an act that may have an equivalent effect.

Article 15 (Intellectual Property Rights, etc.)

Any and all Intellectual Property Rights, etc. related to the Company Website, the Company's programs, or any other tangible and intangible components of the Service (including software programs, databases, icons, graphics, text, and related documents such as manuals) shall be the property of the Company or a third party who has licensed the use thereof to the Company.

Article 16 (Infringement of the Rights of Third Parties)

1. If the User receives a complaint, dispute, or any other claim from a third party concerning Intellectual Property Rights (“Claim, etc.”) in connection with use of the Service, the User shall immediately notify the Company of said fact in writing or by any other method specified by the Company.
2. Unless the Claim, etc., has arisen from a cause attributable to the Company, the Company shall not be liable for any such Claim, etc. arising between the User and a third party in connection with use of the Service. In addition, even if the Claim, etc., has arisen from a cause attributable to the Company, if the Company has lost the opportunity to defend itself appropriately because of, for example, the User’s failure to promptly notify the Company of the Claim, etc. in violation of the provisions of the preceding paragraph, the Company shall not be liable for the Claim, etc.

Article 17 (Compliance with Security Export Control Requirements)

To prevent freight such as marine engines and their parts, technical materials, etc. (those for the Service as well as technical materials and services provided in relation to the Service) from being diverted for military use or being delivered to persons engaged in activities of concern such as terrorists, the User agrees to comply with the following covenants:

- (1) At the Company’s request, the User shall submit necessary information and documents to the Company. Further, the User shall comply with all applicable laws and regulations as well as rules.
- (2) The User shall use the freight only for ships owned or managed by the User and shall not resell the freight. If the User has decommissioned or sold a ship, it shall report such fact to the Company.
- (3) When the User intends to sell, loan, or provide freight to a customer, if the User comes to know that the customer is in a country that is regarded to be a country of concern within the international framework of export control or that the customer is expected to use the freight for weapons of mass destruction, the User shall not sell, loan, or provide the freight to the customer either directly or indirectly.

- (4) If the User comes to know that a customer in a country or region to which weapons exports are banned by a resolution of the United Nations Security Council is likely to use the freight for military use (referring to the development, manufacturing, or use of some weapon), the User shall not sell, loan, or provide the freight to the country or region either directly or indirectly.

Article 18 (Limitation of Guarantee)

1. The Company does not guarantee the Service's suitability for any particular purpose of use or the realization of any particular results (including the guarantee of nonexistence of defects in marine engines covered by the Service).
2. The Company does not guarantee that the User can use the Service satisfactorily with all operating systems and web browsers, and is not obligated to perform operation verification or make improvements to provide such a guarantee.
3. While the Company makes its utmost efforts to ensure that the Service is free from any bugs and defects, the Service is provided as is, and the Company does not guarantee the nonexistence of bugs and defects.

Article 19 (Limit of Liabilities and Damages)

1. The Company shall have liability with regard to the Service only to the extent indicated by the provisions of these Terms of Use. The Company shall not be liable for any matters for which the provisions of these Terms of Use prescribe that the Company does not guarantee, that the Company shall not be liable, or that the User shall be liable, regardless of the cause of said liability—whether due to default, tort, or otherwise.
2. The Company shall not be responsible or liable for any transactions, communications, disputes, etc., arising between the User and a third party in connection with the Service.
3. The Service uses certain external systems (Microsoft Azure, Google Maps, Marine Traffic, etc.) as part of its systems. For this reason, if such an external system becomes unavailable for use, the Service may also become unavailable for use, but the Company shall not be liable for any damages incurred by Users due to such unavailability.

4. Even if the User incurs damages in relation to the Service due to a cause attributable to the Company, the Company shall have liability for damages only if such damage is due to willful or gross negligence on the part of the Company.
5. In the case referred to in the preceding paragraph, the scope of the Company's liability for damages shall be up to an amount equivalent to the amount of Usage Fees, etc. that the Company has received for provision of the Paid Service during the last six (6) months.
6. In the event that any of the provisions of these Terms of Use that relieve the Company from its liability or limit its liability is deemed to be invalid or not to have been agreed upon by the Civil Code or other laws and regulations, the Company shall be liable for the damages directly and actually incurred by the User.

Article 20 (Temporary Stoppage of the Service)

1. The Company may temporarily halt provision of the Service to perform maintenance work periodically or as necessary.
2. When the Company intends to perform maintenance work, it shall notify Users of said fact in advance; provided, however, that in an emergency, the Company may halt the Service without giving advance notice and instead promptly notify Users after the fact.
3. In addition to the circumstances prescribed in paragraph 1, the Company may temporarily halt provision of the Service in cases in which the Company has determined that continuation of provision of the Service is likely to cause a significant hindrance to Users due to, for example, interference by a third party or in other unavoidable circumstances.
4. The Company shall not be liable for any disadvantages or damages incurred by Users due to temporary stoppage of the Service implemented pursuant to this article.

Article 21 (Discontinuation of the Service)

1. The Company has the right to discontinue the Service in its entirety or in part at any time.
2. If the Company intends to discontinue the Service in its entirety or in part, it shall notify the Users of the Service at least three (3) months before such discontinuation.

3. In the case in which the Company discontinues the Service due to unforeseeable circumstances or unavoidable circumstances such as the enactment of or a change in laws and regulations, an act of God, etc., if the Company is unable to give notice at least three (3) months before such discontinuation, the Company shall notify the Users as soon as possible.
4. The Company shall not be responsible or liable for the consequences of discontinuation of the Service so long as notice is given in accordance with the procedure prescribed in this article.

Article 22 (Discontinuation of Use or Cancellation by the Company)

1. If the Company has determined that any of the items below apply to the User, the Company may discontinue provision of the Service to the User or cancel the User Agreement in whole or in part without giving notice to the User; provided, however, that in the case of item (9) of this article, the Service shall be resumed as soon as the Company has confirmed payment of the Usage Fees:
 - (1) The User has engaged in an act that hinders the business of the Company;
 - (2) The User has violated laws and regulations, prefectural or municipal ordinances, or the User Agreement;
 - (3) The User has been subject to a seizure, provisional seizure, provisional disposition, disposition for tax delinquency, or other disposition by public authorities, or a petition for commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, or commencement of special liquidation has been filed against the User;
 - (4) The User has dissolved or transferred all of its business, or passed a resolution for dissolution or such a business transfer;
 - (5) The User has not honored any bills or checks it drew or underwrote, or has admitted to its creditors an inability to pay its debts;
 - (6) The operations of the User have been suspended or the User's business license or registration has been rescinded by the supervisory authority;
 - (7) Any of the items of Article 4 (Registration), paragraph 3 apply to the User;
 - (8) Any of the items of Article 14 (Prohibited Acts) apply to the User;

- (9) The User has failed to pay the Usage Fees, etc. for the Paid Service by the payment due date prescribed in Article 8 (Usage Fees, Calculation Method, etc.), paragraph 2; or
 - (10) The Company has otherwise determined that continuation of the User Agreement is difficult.
2. The Company may cancel the User Agreement in whole or in part if the User has violated the User Agreement, etc. or a serious situation has arisen that prevents the Company from continuing to provide the Service due to a cause attributable to the User (“Violation, etc.”), and the User has failed to rectify the same within fourteen (14) days after the Company sends notification of the Violation, etc. in writing or by email.
3. The Company will not return or reduce the Usage Fees, etc. for the Paid Service in the case in which the User has been unable to use the Service pursuant to the measures prescribed in the preceding two paragraphs.

Article 23 (Termination Procedure)

1. When the User Agreement is terminated for any reason, the User shall immediately discontinue use of the Service and may not use the Service thereafter.
2. When the User Agreement is terminated for any reason, the Company may erase all data stored on the Service within thirty (30) days from the date of termination of the Agreement.
3. The Company shall not be liable for compensation for damages incurred by the User as a result of data erasure that the Company carried out pursuant to the provisions of the preceding paragraph.

Article 24 (Effective Period of the User Agreement and Paid Service User Agreement)

1. The effective period of the User Agreement for the Service shall be from the agreement execution date until the date on which the User requests termination of the User Agreement.
2. Notwithstanding the provision of the preceding paragraph, the effective period of the Paid Service User Agreement shall be from the first day of the month immediately following the month of the Paid Service User Agreement Execution Date until the

last day of the twelfth (12th) month (the twelfth (12th) month immediately following the month of the Paid Service User Agreement Execution Date shall be referred to as “Paid Service Agreement Expiration Month”).

3. The Paid Service User Agreement cannot be renewed without renewing the User Agreement for the Service. If the User Agreement for the Service is terminated or otherwise comes to an end, the Paid Service User Agreement shall come to an end at the same time as the end of the User Agreement for the Service even if the effective period of the Paid Service User Agreement still remains. In this case, the Company will not adjust or return any of the Usage Fees, etc. that have already been paid to the Company.
4. If the User desires to terminate the Paid Service User Agreement as of the last day of the Paid Service Agreement Expiration Month, the User shall notify the Company by the nineteenth (19th) of the previous month of the Paid Service Agreement Expiration Month by a method separately determined by the Company; if the Company does not receive such notice by the said date, the effective period of the Paid Service User Agreement shall be automatically renewed under the same terms and conditions for further one (1) year, and the same rule shall apply thereafter.

Article 25 (Application by the User for a Change in Contractual Terms)

1. If the User desires to change the number of Accounts, service plan, Account information, etc., under the User Agreement based on these Terms of Use, the User shall request such a change by a method separately determined by the Company. In this case, the change request shall be deemed to be complete upon issuance of a change permission notice (“Change Permission Notice”) by the Company.
2. The User Agreement shall be changed in accordance with the terms and conditions specified in the Change Permission Notice, effective as of the date of issuance of the Change Permission Notice by the Company, and the User may thereafter use the Service in accordance with the revised terms and conditions.
3. Notwithstanding the provisions of the preceding paragraph, in regard to the revision concerning payment of the Usage Fees, etc. for the Paid Service, if the Company has issued the Change Permission Notice by the nineteenth (19th) of the relevant month, the User shall pay any additional Usage Fees, etc. (in the case of a User under an annual agreement, the additional Usage Fees, etc. applicable for the period

from the month in which the agreement is amended pursuant to the preceding paragraph until the Paid Service Agreement Expiration Month) by the twenty-fifth (25th) of the same month, and if the Company has issued the Change Permission Notice on or after the twentieth (20th) of the relevant month, the User shall pay any additional Usage Fees, etc. by the last day of such month, and the payment of the Usage Fees, etc. thereafter shall be governed by Article 8 (Usage Fees, Calculation Method, etc.). If the Usage Fees, etc. for the Paid Service are reduced as a result of a change under the preceding paragraph, the Company will not return any money that has already been paid by the User to the Company on a pro-rata basis based on the number of days (including pro-rata calculation based on the number of months in the case of an annual agreement), and the Company shall have no obligation to return such money.

Article 26 (Exclusion of Anti-social Forces)

1. The User and the Company each represent and warrant that it does not and will not fall under any of the following: crime syndicates, crime syndicate members, quasi-crime syndicate members, crime syndicate-related companies, corporate racketeers, anti-social forces posing as social activists, special intellectual violence organizations, and anti-social forces similar to the same.
2. The User and the Company each warrant that it will not, whether by itself or by means of a third party, engage in acts of making demands by threat of violence, making unjust demands that exceed legal liability, threatening with words or force or using violence in connection with transactions, defaming the other party or interfering with the other party's business operations by spreading rumors or by fraudulent means or by force, assisting the activities of anti-social forces or contributing to the operations thereof, bestowing benefits to anti-social forces, or similar acts.
3. If the User has violated any of the preceding paragraphs, the Company may immediately cancel the User Agreement without notice. In such a case, the Company shall not have any obligation for compensation for damages, indemnification, or any other payment obligations.

Article 27 (Notice)

Any notice concerning the Service or other notices from the Company to the User prescribed in these Terms of Use shall be given by sending an email to the email address included in the Registered Matters or by another method determined by the Company. If the Company has sent a communication or notice to the email address included in the Registered Matters or any other relevant address, the User shall be deemed to have received such communication or notice.

Article 28 (Assignment of Contractual Status under these Terms of Use)

1. Without the prior written consent of the Company, the User shall not cause a third party to succeed to its contractual status under the User Agreement, or assign or offer as security to a third party or cause a third party to succeed to its rights and obligations under the User Agreement in whole or in part.
2. If the Company has transferred its business concerning the Service to another company, the Company may transfer its contractual status under the User Agreement, its rights and obligations under these Terms of Use, and any customer information, including the Registered Matters of Users, to the transferee in conjunction with the business transfer, and the User hereby agrees to such transfers in advance. Business transfers as referred to in this paragraph shall include any and all cases in which a business is transferred, including company splits.

Article 29 (Severability)

If any provision of these Terms of Use or any part thereof is determined to be invalid or unenforceable by the Consumer Contract Act or other laws and regulations, all other provisions of these Terms of Use and any remaining part of a provision that has been determined in part to be invalid or unenforceable shall remain in full force and effect.

Article 30 (Force Majeure)

In the event that the Company is prevented from performing the Service by an act of God, infectious disease (including COVID-19), the enactment of or a change in laws and regulations concerning contagious diseases, or other force majeure events, the Company shall not be liable for any damages incurred by the User due to such

a force majeure event, notwithstanding these Terms of Use and any other provisions.

Article 31 (Consultation)

Any disagreement between the parties about the interpretation of these Terms of Use or any matter not prescribed in these Terms of Use shall be resolved amicably by good faith consultation between the parties.

Article 32 (Governing Law and Jurisdiction)

Each party hereby agrees that any matters concerning these Terms of Use shall be governed by the laws of Japan, and that the Kobe District Court shall have exclusive jurisdiction for the first instance over any dispute arising therefrom.

Article 33 (Language)

These Terms of Use shall be prepared in Japanese, and the Japanese text of these Terms of Use shall be regarded to be the authentic text for both interpretation and application. Even if a translation of these Terms of Use is prepared, only the Japanese authentic text shall have effect, and the translation shall have no effect whatsoever.

Established on November 01, 2019

Revised on October.11, 2021