

# RepotoneU Terms of Use

This Terms of Use (hereinafter referred to as “Agreement”) indicates the matters which our Customer shall agree to use RepotoneU provided by Soulware Co. Ltd. (hereinafter referred to as “Soulware”, “our”, or “we”). By using the Software, the terms of this Agreement will be applied to our Customer. Customer shall be deemed to have agreed to the terms of this Agreement by applying for the Software.

## Article 1 (General Rules/Applicable Scope)

- 1 This Agreement stipulates the basic matters related to the use of the Software, and shall apply to Soulware and Customer.
- 2 In cases where Soulware publishes any individual or additional regulations related to the Software, Cooperative Services or Soulware Website; or delivers rules, etc. related to the Software through emails, etc., those regulations shall be part of this Agreement. If any individual/additional regulations or rules conflict with this Agreement, the applicable individual/additional regulation or rule will be the one prioritized.

## Article 2 (Definition)

Definition of the terms used in this Agreement are as defined in each applicable clause.

### (1) “Software”

Refers to RepotoneU (and any successor service regardless of the reason of change) - a software plugged into kintone for outputting documents - and any related software. Please note that kintone is a cloud service provided by Cybozu, Inc.

### (2) “Cooperative Services”

Refers to kintone, a service provided by Cybozu, Inc. (and any successor service regardless of the reason of change), and any related software cooperating with the Software.

### (3) “Cooperation Partner”

Refers to any entities which provide and operate the Cooperative Services.

### (4) Usage Agreement

Refers to an agreement between Soulware and Customers regarding the use of the Software. It includes this Agreement and any documents related to the Software which we distribute, deliver or present (hereinafter referred to as the “Individual Terms of Use”).

### (5) “Customer”

Refers to firms, entities or individuals who agreed to the Usage Agreement with Soulware upon agreement of this Agreement.

### (6) “Potential User”

Refers to firms, entities or individuals who wish to use the Software.

### (7) “Soulware Website”

Refers to websites with domain; soulware.jp or www.repotone.com (and any successor domain and/or content regardless of the reason of change); related to the Software’s website and any software website related to the Software operated by Soulware.

### (8) “Intellectual property rights”

Refers to copyrights (includes Article 27 and 28 of the Copyright Act of Japan), patent rights, utility model rights, trademark rights, design rights and other intellectual property rights (including the right to acquire those rights and apply for the registration of those rights).

## Article 3 (Usage Application)

- 1 Potential User shall agree to comply with this Agreement and Individual Terms of Use related to the Software when applying for the use of the Software through submission of its registration information including: Potential User’s name, address, contact person, and the desired kintone

- domain name, etc., using the method specified by Soulware.
- 2 Soulware shall determine the availability of the Software for Potential User depending on Soulware's standards, and if permitted, Soulware shall notify Potential User. To determine the said availability, Soulware may request Potential User to provide documents to prove any of our requested matters, and Potential User shall promptly respond to such request.
  - 3 A Software Usage Consent Agreement in accordance with the terms of this Agreement will be made between Soulware and Customer when the notification in the preceding clause is sent.
  - 4 Soulware may reject the consent agreement application based on clause 1 if the applicant is applicable to any of the following:
    - (1) In cases where any false or incorrect entry, or omission in entry is found in all or part of the registration information provided to Soulware.
    - (2) When the applicable Potential User has been suspended from the use of our services (account deletion, etc.), or is currently under any such measures.
    - (3) In cases where Soulware determines that the individual: is involved in anti-social forces (refers to: an organized crime group, a member of an organized crime group, anti-social force, or any similar organization); or cooperates with or is involved in maintenance, operation, or management of anti-social forces through funding and other activities.
    - (4) Other cases where Soulware determines inappropriate.
  - 5 Potential User should provide true and accurate information for the registration of its information. Soulware does not take any responsibility for any damages due to false or incorrect entry, or omission in entry of registration information details.
  - 6 If there is any change in registered information, Customer shall notify Soulware within 14 days through a method specified by Soulware and submit any required materials.
  - 7 If a notification from Soulware does not get delivered by neglecting the notification as written in the preceding clause, the applicable notification is deemed to be delivered at the time when such notice should have been normally been delivered.

#### Article 4 (Fees)

- 1 In order to use the Software, an initial fee and monthly or annual usage fee (hereinafter referred to as "usage fees") prescribed by Soulware should be paid. However, any trial periods offered by Soulware to Customer do not apply to this.
- 2 Customer shall pay the initial fee and usage fees to Soulware or suppliers by the specified due date in accordance with the bill issued by Soulware or suppliers. Soulware is able to retain processes such as sending of the Software download URL and issuance of license key, for Customer to be able to use the Software until the payment of the initial fee and usage fee are verified.
- 3 In cases where payment of initial fee and usage fees is not made by the due date as indicated in the preceding clause, it will be deemed that: there was no usage application of the Software by Potential User; and no Software Usage Consent Agreement was made.
- 4 Soulware shall not make any refund of the fees for the use of the Software paid to Soulware for any reason whatsoever. Customer shall agree to this in prior, and shall not make any request to Soulware for refund or any equivalent matters.
- 5 In cases where Customer delays in payment of fees, Customer shall pay Soulware a late payment charge of 14.6% per annum.

#### Article 5 (Usage Rights of the Software)

- 1 Soulware permits the use of the Software within the applicable scope of the terms in this Agreement to Customer who has agreed to the Software Usage Consent Agreement with Soulware.
- 2 With the usage rights of the Software, one license is granted to one kintone domain applied by Potential User and allowed by Soulware. In cases where Potential User wishes to use the Software in more than one kintone domain, Potential User shall make multiple applications for

the number of kintone domains it wishes to use, and pay for the fees in accordance with the number of allowed licenses.

- 3 To allow usage, Soulware shall be able to restrict usage periods (such as trial period, etc.) and make other restrictions by notifying or specifying Potential User and Customer. Potential User shall read this notification/specification carefully for any restrictions, and apply for the use of Software by agreeing to this.

#### Article 6 (Use of the Software)

- 1 Customer can use the Software within the scope of purposes of this Agreement and within the scope which does not violate this Agreement by following the method specified by Soulware.
- 2 Customer shall prepare and maintain: computers, software, mobile devices, other machines, communication lines and other communication environments, etc. necessary to receive the provision of the Software on its responsibilities.

#### Article 7 (Provision of Cooperative Services, etc.)

- 1 When Customer uses any Cooperative Services, etc. provided by Cooperation Partner for using the Software, Customer shall follow this Agreement as well as the Individual Terms of Use in addition to the terms of use and other conditions specified by any applicable Cooperation Partner.
- 2 Soulware is not responsible whatsoever if the content of Cooperative Services does not: match Customer's specific purpose; have the expected function/commercial value/accurateness/usefulness; comply with the laws and regulations applicable to the use of Cooperative Services or internal regulations, etc. of industry group; or if causes any malfunction.

#### Article 8 (Prohibited Activities)

Customer is prohibited from the following in order to use the Software (including Cooperative Services; hereinafter the same shall apply in this Article) by Customer itself or through any third parties.

- (1) Activities which violate the laws and regulations, court's judgment, determination, or order, or administrative measures with legal binding force as well as acts which foment these activities or activities with such risks.
- (2) Fraudulent act or threatening act against Soulware or any other third parties.
- (3) Activities which are contrary to public policy or may harm public policy or good morals.
- (4) Activities which breach intellectual property rights, image rights, privacy, reputations, other rights or profits of Soulware or any other third parties, or activities with such risks.
- (5) Analytical activities such as disassembly, reverse engineering, etc.
- (6) Selling, renting or providing a software/service similar to the Software to third parties by using the Software's information.
- (7) Putting excessive load on networks, systems, etc.
- (8) Activities which compromise the overall systems connected to the Software; activities which compromise or delete the information accumulated in Soulware's facilities or equipment; other activities which cause damage to Soulware.
- (9) Activities spoofing as Soulware, Customer or other third parties.
- (10) Activities which violate the intent or purposes of this Agreement and the Software.
- (11) Activities which directly or indirectly evoke or facilitate the activities specified in previous clauses.
- (12) Other activities which the Company determines inappropriate.

#### Article 9 (Measures Taken in Case of Violation of Agreement)

- 1 In cases where Customer is or may be applicable to any of the following, Soulware may withdraw the permission to use the Software; take restrictive and other necessary measures; and ask to stop using the Software, at Soulware's own discretion.

- (1) If any of the following terms of this Agreements is violated.
  - (2) In cases where any false facts are found in all or part of the registration information provided to Soulware.
  - (3) In cases where there is no response for over 30 days against our inquiries or other notifications asking for an answer.
  - (4) In cases where use of any of Soulware's services was suspended, account was deleted, or measures such as cancellation of consent agreement was taken in the past, or currently under any measures.
  - (5) In cases where Soulware determines that the individual: is involved in anti-social forces; cooperates or is involved in maintenance, operation, or management of anti-social forces through funding and other activities.
  - (6) In cases where Soulware determines there is any reason similar to the previous clauses.
- 2 Customer shall not be contracted out from any obligations and liabilities (including damage compensation liabilities, but not limited to) of Software Usage Consent Agreement against Soulware and other third parties even after receiving the measures of this article.
  - 3 Soulware does not have any liabilities regarding damages due to Soulware's activities bases on this article, and shall be able to maintain and use the information provided by Customer even after taking the measures of this Article.

#### Article 10 (Changes, Additions, Abolition, Discontinuation, etc. of the Software)

Soulware shall be able to: provide the Software; support through provision, etc. of update version; end other related services; or make changes to their content. In cases where Soulware determines to end support related to the Software or other related services, Soulware shall notify Customer through method which Soulware determines appropriate. However, in case of emergency, there may be no notification.

#### Article 11 (Attribution of Rights)

- 1 All intellectual property rights related to the Software shall be attributed to Soulware or individuals who are licensed by Soulware, and any licenses of the Software based on this Agreements do not mean transfer of intellectual property rights owned by Soulware or individuals licensed by Soulware.
- 2 Customer shall not be able to translate, edit or modify, etc. the information, etc. provided by Soulware (program of the Software is included, but not limited to), and to allow any third parties to use this or publish without the permission of Soulware; and any activities (disassembly, reverse compile, reverse engineering are included, by not limited to) which may compromise the intellectual property rights of Soulware and licensed individuals are prohibited.
- 3 Trademark, logo and service mark (hereinafter collectively referred to as "trademarks") shown on the Software are not subject to transfer to Customer or any third parties; or Soulware does not permit their uses.

#### Article 12 (Output Documents, etc.)

- 1 Intellectual property rights related to Customer's output documents using the Software shall be reserved to the applicable Customer, and its intellectual property rights are not transferred to Soulware through the use of the Software.
- 2 Soulware shall not be responsible of any data uploaded to the Software that it will not disappear, vanish, change, etc. by using the Software. Customer shall use the Software by managing data and taking any backups, etc. accordingly on its responsibilities.

#### Article 13 (Collection, Analysis and Handling of Information Related to Customer)

- 1 Registered information, device information and other information related to Customer shall be handled based on the Privacy Policy specified separately, and Customer shall agree that Soulware will handle the applicable information in accordance with the said Privacy Policy.

- 2 Soulware shall be able to use the registered information, device information, and other information and data, etc. provided by Customer for the purpose to provide and operate the Software, as well as to improve and enhance service content in accordance with Soulware's discretion, or shall be able to publish as statistical information in a form which cannot identify individuals, and Customer shall agree to this.
- 3 In cases where Customer wishes to use Cooperative Services, Soulware may provide the information collected from Customer including registered information, device information, and other information related to applicable Customer to Cooperation Partner within the scope which are required to use the applicable Cooperative Services, and Customer shall agree to this.
- 4 Other than the preceding clause, Soulware may provide the statistical materials related to information collected and analyzed for the purposes specified in clause 2 and for the purpose to provide the Cooperative Services, to Cooperation Partner and other third parties, and Customer shall agree to this.

#### Article 14 (Confidentiality)

- 1 In this Agreement, confidential information refers to all information provided or disclosed by Customer to Soulware in writing, verbal communication or recording media, etc.; or Soulware's technology, sales, operation, finance, organization and other related matters which the Customer get to know. However, the following clauses are not be applicable to confidential information.
  - (1) Information provided or disclosed by Soulware or information Customer already retained before knowing.
  - (2) Regardless of provision or disclosure by Soulware or before/after knowing, all information already publicly known without any attributable reasons.
  - (3) Information obtained appropriately from any third parties without bearing the obligation of confidentiality.
  - (4) Information developed individually without depending on any confidential information.
- 2 Customer shall not use any confidential information except for using the Software, and shall not provide, disclose or leak any confidential information to any third parties without prior approval of Soulware in writing.
- 3 Regardless of the preceding specification, Customer can disclose any confidential information based on order, request or demand by the law, court, or government organization. However, in cases where any such order, request, or demand has been made, Customer must immediately notify Soulware.
- 4 Customer shall obtain a prior approval of Soulware in writing when copying, replicating or translating any confidential information, and manage those replications, etc. strictly by complying with clause 2.
- 5 In cases where Soulware requests for return or disposal of any documents or other recording media as well as all the replications, etc. which include any confidential information, Customer should follow the instructions given by Soulware without any delay.

#### Article 15 (Damage Compensation)

- 1 In cases where Customer violates against this Agreement, or causes damage against Soulware regarding the use of the Software, all damages (including expert costs such as legal expenses and expenses equivalent to Soulware's labor costs) should be compensated.
- 2 In cases where Soulware receives any request from other Customer or other third party for infringement or for certain reasons regarding the Customer's use of the Software, the applicable Customer should compensate any costs (including expert costs such as legal expenses and expenses equivalent to Soulware's labor costs) bore by Soulware for the resolution.
- 3 Soulware shall not be responsible to compensate any damages caused by the Software. Even in cases where Soulware is liable in damages against Customer regardless of the terms which discharge Soulware's liability of damages through the application of Consumer Contract Act of

Japan and other reasons, the scope of Soulware's liability of damages shall be limited to direct and ordinary damages which actually occurred for reasons attributable to Soulware.

#### Article 16 (Disclaimer of Warranties and Limitation of Liability)

- 1 Soulware is not responsible whatsoever if the Software does not: match Customer's specific purpose; have the expected function/commercial value/accurateness/usefulness/integrity/stability; comply with laws and regulations applicable to the use of the Software or internal regulations, etc. of industry group; or if causes any malfunction.
- 2 Soulware is not responsible whatsoever if the documents and other data provided through the use of the Software: is legally available; matches Customer's specific purposes; comply with terms of use of services provided by other firms; and does not violate the rights of any third parties.
- 3 Soulware is not responsible if the Software supports all devices, and even in cases where the Software used to support any devices at the start of its use, failures may arise in the Software's behavior in accordance with the version up, etc. of OS which is used with the Software, and Customer shall agree to this beforehand. Soulware does not warrant that the corrections made in any such failures will end in resolution.
- 4 In accordance with the change of specifications in Cooperative Services, Terms of Use, other policies, etc., Customer shall agree beforehand that the use of part of or all of the Software may be restricted.
- 5 Customer shall agree beforehand that that the Software's accuracy may reduce due to environments, communication statuses and other external factors where Customer uses the Software.
- 6 In cases where conflicts between Customer and Cooperation Partner or any other third party regarding the Software occur, Customer shall immediately notify Soulware such issue, and resolve that issue on its own responsibilities and expenses. Soulware shall not be involved in such issue whatsoever, and shall not accept any liabilities.

#### Article 17 (Revision of Agreement)

- 1 Soulware can make changes or additions (hereinafter referred to as "Changes, etc.") to this Agreement and the Individual Terms of Use related to the Software anytime when either of the following applies.
  - (1) When Changes, etc. of this Agreement, etc. meet the general benefit of Customer.
  - (2) When changes of the Agreements, etc. do not oppose to purposes for signing off the Terms of Use, and determined reasonable when comparing to matters related to other changes including necessity of change, equivalence of content after change, etc.
- 2 In cases where changes, etc. are made to this Agreement, etc., Soulware shall notify Customer the applicable change through a method prescribed in the next Article by seven days before the effective date of applicable changes, etc. After the notification of said change of content or the effective date arrives, in cases where Customer uses the Software or did not take the contract cancellation procedure within the period specified by Soulware, Customer shall be deemed to have agreed on the changes, etc. of this Agreement, etc.

#### Article 18 (Contact/Notification)

- 1 Notification related to changes in the Agreements and contact regarding the Software shall be through: presentation in appropriate place in Soulware Website, email, or push notification and other method which Soulware determines appropriate.
- 2 Soulware may provide an updated version of the Software in accordance with a bug in the Software, or updates, etc. on kintone and OS. In such case, Soulware shall notify Customer through the preceding method. However, Soulware shall not be liable for providing updates.
- 3 Inquiries related to the Software and contacts and notices from Customer to Soulware shall be

made through an inquiry form appropriately placed within the Soulware Website or through other method specified by Soulware.

- 4 Soulware may send advertisement, promotion, etc. email related to our service to Customer's mail addresses registered with Soulware.

#### Article 19 (Transfer, etc. of Position Upon Agreement)

- 1 Without prior written notice by Soulware, Customer is unable to transfer its position upon Software Usage Consent Agreement, or all of or part of rights and obligations based on the Agreement to any third parties (general successors through merger, company split, etc. are also included) or make available for security purposes.
- 2 In cases where Soulware transfers its business related to the Software, position upon Software Usage Consent Agreement, rights and obligations, as well as registered information and other customer information are also transferred to the applicable transferee in accordance with the transfer of the applicable business, and Customer shall be deemed to have agreed on such transfer beforehand. Business transfer described in this clause includes: Soulware becoming the merged company; merger ending up as split company; or general successor through company split-up.

#### Article 20 (Separability)

Even in cases where any one of the terms of the Agreement, or its part is determined invalid or unenforceable through Consumer Contract Act of Japan and other laws and regulations, the remaining terms of the Agreement and remaining parts which determined invalid or unenforceable shall continue to be fully effective. Soulware and Customer shall make corrections within the required scope to legitimize such invalid or unenforceable clauses and parts, making effort to secure an effect equivalent to intentions of such invalid or unenforceable clauses and parts, legally and economically.

#### Article 21 (Governing Laws and Jurisdiction)

This Agreement complies with the Japanese laws and regulations, and any conflict arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

#### Article 22 (Resolution after Consultation)

- 1 In cases where matters not specified in the Agreement or any doubts about the interpretations of the Agreement occurs, Soulware and Customer shall promptly reach to resolution upon collaborative consultation by following the principle of faith and trust.
- 2 In cases where the opposing party makes a request through collaborative consultation as indicated in the preceding clause, Soulware and Customer should make an agreement to conduct the applicable consultation in writing or electronic records.

(Enacted: December 1, 2015)

(Revised: May 1, 2020)