

## Terms of Use

These terms and conditions (hereinafter referred to as these "Terms of Use ") set forth the terms and conditions governing the use of services provided by Digireha, Inc. (hereinafter referred to as " Digireha ") and apply to all customers using the service (hereinafter referred to as the "User"). Please read these Terms of Use carefully before using the Service.

### **Article 1 (Agreement to these Terms and Conditions)**

1. User shall use services provided by Digireha (hereinafter referred to as the "Service") in accordance with these Terms of Use, and User may not use the Service unless User agrees to these Terms of Use.
2. The contents of any agreement separately agreed upon between Digireha and User for the Service and any documents distributed, delivered or posted by Digireha (hereinafter collectively referred to as the "Individual Terms of Use") shall constitute a part of these Terms of Use between Digireha and User.
3. Unless otherwise provided for in the Individual Terms of Use, upon User's acceptance of these Terms of Use in accordance with Article 3 and upon completion of user registration, User and Digireha shall enter into a service use agreement (hereinafter referred to as the "Service Agreement") in accordance with the various provisions of these Terms of Use.

### **Article 2 (Revision and Modification of these Terms and Conditions)**

1. Digireha may, at its discretion, change or add to these Terms of Use at any time.
2. Unless otherwise specified by Digireha, the revised these Terms of Use shall become effective from the time they are displayed on the Service's usage screen.
3. If User does not agree to the amended Terms of Use, User shall immediately cancel his/her membership in accordance with the provisions of Article 12.
4. If User continues to use the Service or does not withdraw from the Service after the modification of these Terms of Use, such User shall be deemed to have agreed to the modified Terms of Use.

### **Article 3 (User Registration)**

1. A customer who wishes to use the Service may apply for user registration by agreeing to comply with these Terms of Use and providing information to Digireha in accordance with the method prescribed by Digireha. Upon receipt of such application, Digireha shall review it in accordance with the screening criteria separately determined by Digireha, and if Digireha approves the application, Digireha shall notify the customer to that effect.
2. When applying for user registration in the preceding paragraph, the customer represents and warrants that the following items are satisfied.
  - (1) Must be at least 18 years of age.

- (2) If the applicant is a minor, he/she must have the comprehensive consent of his/her legal representative.
  - (3) Possess its own e-mail address.
  - (4) Is not already User of the Service.
  - (5) Agree to all terms and conditions of these Terms of Use.
  - (6) Not have belonged to or had any relationship with antisocial forces, etc. (meaning organized crime groups, organized crime groups, right-wing groups, antisocial forces, and other similar groups) in the past, at present, or in the future.
3. In addition to the cases listed in the preceding paragraph, Digireha may refuse to accept a user registration application in any of the following cases.
- (1) the applicant is a minor, an adult ward, a person under curatorship or a person under assistance and has not obtained the consent of his/her legal representative, guardian, curator or assistant.
  - (2) In the event that any falsehood, error or omission is found in all or part of the information provided to Digireha in the application for user registration.
  - (3) When the applicant has received or is currently receiving service suspension measures for the Service.
  - (4) In the event that User has failed to fulfill any obligation under this Service Agreement or any other agreement entered into between Digireha and User in the past, or in the event that Digireha deems that there is a risk that User may fail to fulfill any obligation under this Service Agreement.
  - (5) If Digireha determines that the person is an antisocial force, etc. (meaning a crime syndicate, a member of a crime syndicate, a right-wing organization, an antisocial force, or any other similar person), or is involved in any interaction or involvement with antisocial forces, etc., such as cooperating or being involved in the maintenance, operation, or management of antisocial forces, etc. through funding or otherwise.
  - (6) Other cases in which Digireha deems the application inappropriate

#### **Article 4 (Lending)**

User wishing to use the Service may borrow the following sensors under the following conditions

- (1) Loaned products: Sensors (Leapmotion, Tobii and Moff, hereinafter referred to as "the Sensors") 3 types Set
- (2) Number of sets on loan:
  - ① For 5~9 persons: 1 set
  - ② For 10~14 persons: 2 sets
  - ③ After 15 persons, 1 set is added for each additional 5 persons.
  - ④ For corporations, loan per office
- (3) Lending method: By mail (sent to the User's residence, facility, or other designated address. Shipping costs are the responsibility of the User.)
- (4) Loan period: The User is required to send back the equipment within 14 days from the date of receipt. However, if the equipment is not returned within the specified loan period, Digireha may request the User to take one of the following measures at Digireha's option, based on the

circumstances, including whether or not the User has contacted Digireha in advance.

- ① Purchase at the fixed price of the sensor
  - ② Payment of late fees as separately determined by Digireha
- (5) The User shall notify Digireha immediately if the sensor is lost or damaged (meaning the condition in which the sensor is damaged to the extent that it cannot be rented, as determined by Digireha) or lost or stolen during the rental period. In such a case, Digireha may require the User to take any of the following measures at Digireha's option.
- ① Purchase at the fixed price of the sensor
  - ② Payment of late fees as separately determined by Digireha

#### **Article 5 (Account Management)**

1. Users shall manage and keep their accounts at their own risk, and shall not allow any third party to use their accounts, or lend, transfer, change the name of, sell, or otherwise dispose of their accounts. When Digireha confirms that the account matches, Digireha may assume that the User registered as holding the account has used the Service.
2. The User shall be responsible for any damages caused by inadequate management of the account or use of the account by a third party, and Digireha shall not be liable for any such damages.
3. If the User discovers that his/her account has been stolen or used by a third party, the User shall immediately notify Digireha and follow Digireha's instructions.

#### **Article 6 (Handling of Information on Users)**

1. When using the Service, the User shall provide true and accurate information to the extent specified by Digireha when sending information about him/herself or other information requested by Digireha when using the Service (hereinafter referred to as "User Information").
2. In the event of any error or change in the User Information, the User shall, at its own responsibility, promptly correct or change the User Information, and Digireha shall not be liable for any damage incurred by the User due to any falsehood, error or omission in the User Information.
3. Digireha will properly handle User Information and other information collected from Users in connection with the use of the Service in accordance with the Privacy Policy separately stipulated by Digireha.

#### **Article 7 (Use of this Service)**

1. Users may use the Service within the scope of the purposes set forth in these Terms of Use and in accordance with the method prescribed by Digireha.
2. The Service may be used only for the User's own personal use, and may not be sold, distributed, developed, or otherwise used for any purpose other than the User's own use.
3. User shall use the Service only as provided by Digireha, and shall not reproduce, modify, alter, alter, or adapt the Service or any materials or information provided under the Service.

4. The preparation and maintenance of smartphones and other information terminals, software, communication lines and other communication environments, etc. necessary to receive the Service shall be at the User's expense and responsibility.
5. The Service may be available, in whole or in part, only to Users who meet the conditions specified by Digireha, such as age, identity verification, availability of user information, and other requirements, and users shall agree to these conditions in advance.

#### **Article 8 (Prohibited Acts)**

In using the Service, the User shall not, on his/her own or with a third party, make any of the following actions

- (1) Actions that induce malfunction of the Service
- (2) Actions to use, create, or distribute external tools that have effects that are not normally intended by the Service, or actions that take advantage of bugs that are not normally intended by the Service.
- (3) Actions that place an excessive burden on the Service or the Company's servers, etc.
- (4) Violation of laws, court judgments, decisions or orders, or legally binding administrative measures, and acts that promote or may promote such acts
- (5) Fraud or threats against Digireha, other Users or any third parties
- (6) Making false statements of fact to Digireha or other Users
- (7) Acts that are offensive to public order and morals or may be detrimental to good morals
- (8) Any act that infringes or may infringe intellectual property rights, portrait rights, privacy, honor, or any other rights or interests of Digireha, other Users, or any third party
- (9) Disassembling, decompiling, reverse engineering, or otherwise analyzing the source code of the Service
- (10) Unauthorized access to the system connected to the Service, or unauthorized rewriting or deletion of information stored in Digireha's facilities
- (11) Duplicating, transferring, lending, or modifying the Service.
- (12) Intentionally publishing or posting false data, etc.
- (13) Actions for the purpose of collecting information on other Users
- (14) Impersonate Digireha, another User or any other third party
- (15) Use of another User's account
- (16) Advertising, publicity, solicitation, or business activities on the Service that are not authorized in advance by Digireha
- (17) Profit sharing with antisocial forces, etc., or any action that may lead to such a profit sharing
- (18) Any action that is contrary to the purpose and objectives of these Terms of Use and this Service
- (19) Other acts that Digireha deems inappropriate

#### **Article 9 (Measures to be taken in case of violation of the Rules, etc.)**

1. In the event that Digireha determines that User falls under any of the following items or is likely to fall under any of the following items, Digireha may, at its discretion and without any notice, take measures such as temporary suspension or restriction of use of the Service, deletion of the account, or termination of the Service Agreement (hereinafter referred to as "Suspension of Use, etc.") against the User.
  - (1) If User violates any of the provisions of these Terms of Use
  - (2) When all or part of the information provided to us is found to be false
  - (3) When a person has died or has been placed under guardianship, conservatorship or assistance
  - (4) When a minor, adult guardian, person under curatorship or person under assistance has not

- obtained the consent of a legal representative, guardian, person under curatorship or person under assistance
- (5) If User ceases to make payments or becomes insolvent, or a petition for commencement of bankruptcy proceedings, civil rehabilitation proceedings or similar proceedings is filed.
  - (6) If User has not responded to our inquiries or other communications requesting a response for more than 14 days or for a period separately specified by Digireha
  - (7) When the User has received or is currently receiving measures such as suspension of use in the past in connection with the use of the Service
  - (8) If Digireha determines that the person is an antisocial force, etc., or is involved in any interaction or involvement with antisocial forces, etc., such as cooperating or participating in the maintenance, operation, or management of antisocial forces, etc., through funding or other means.
  - (9) When Digireha deems it necessary for the operation and maintenance of the Service.
  - (10) Any other reasons similar to those listed in the preceding items, as determined by Digireha
2. User shall not be released from all obligations and liabilities (including, but not limited to, liabilities for compensation for damages) under this Service Agreement to Digireha and third parties even after the Suspension of Use, etc.
  3. Even after the deletion of the User's account, Digireha may retain and use the information that Digireha has obtained about the User.
  4. If Digireha deems it necessary, such as when Digireha determines that User falls under or is likely to fall under any of the items of Paragraph 1, Digireha may request the User to cease the violating act or voluntarily delete or correct information sent or posted by the User, and the User shall comply with such request within a period of time determined by Digireha.
  5. Digireha shall not be liable for any disadvantage or damage incurred by the User as a result of actions taken by Digireha in accordance with this Article.

#### **Article 10 (Compensation for Damages)**

1. In the event of any direct or indirect damages incurred by Digireha (including cases in which Digireha receives a claim for damages or other claims from a third party as a result of said conduct) as a result of a breach of these Terms of Use by User or other use of the Service by User, the User shall indemnify Digireha for all damages (including the costs of attorneys and other experts, as well as labor costs incurred by Digireha in responding to the claim).
2. In no event shall Digireha be liable for any damages incurred by the User in relation to the use of the Service. However, in the event of willful misconduct or gross negligence on the part of Digireha, Digireha shall compensate the User only for direct and ordinary damages actually incurred by the User.

#### **Article 11 (Confidentiality)**

1. User shall treat as confidential any non-public information that Digireha has designated as confidential and any information designated as private by other users in connection with the Service, unless otherwise agreed in writing in advance by Digireha.
2. Whenever requested by Digireha, the User shall return or destroy the information described in the preceding paragraph, the documents and other recorded media containing such information, and all

copies thereof, without delay and in accordance with Digireha's instructions.

**Article 12 (Termination of Use of this Service)**

1. The User may cancel the Service at any time by deleting his/her account or by any other method determined by Digireha. (the Service Agreement shall be terminated by written notice of non-renewal from Digireha or the User at least three (3) months prior to the termination date.)
2. If Users delete their account by mistake or for any other reason, the Users agree in advance that if Users lose their right to use the Service, the Users will not be able to use their account, user contents, or any other information the Users have stored on the Service.
3. User shall not be exempted from all obligations and liabilities (including but not limited to compensation for damages) under this Service Agreement to Digireha and third parties even after User withdraws from the Service.
4. Even after the User has withdrawn from the Service, Digireha may retain and use the information Digireha has acquired about the User.
5. Digireha may, at Digireha's discretion and without prior notice, delete any account that has been accessed for more than one (1) year since its last access.

**Article 13 (Change, Suspension, Termination, etc. of the Service)**

1. Digireha may change or add to the Service, in whole or in part, without prior notice to the User.
2. Digireha may, at its discretion, terminate the Service at any time by giving prior notice to the User via the Service, a posting on the website operated by Digireha, or by any other method Digireha deems appropriate. However, in case of emergency, Digireha may not notify Users.
3. Digireha may temporarily suspend all or part of the Service without prior notice to the User in the event of any of the following events.
  - (1) When performing periodic or emergency maintenance or repairs related to telecommunications equipment and facilities for the Service
  - (2) When the system is overloaded due to excessive access or other unforeseen factors
  - (3) When it becomes necessary to ensure User security
  - (4) When the Services of the telecommunications carrier are not provided
  - (5) When it is difficult to provide the Service due to force majeure such as natural disasters
  - (6) When it is difficult to provide the Service due to fire, power failure, other unforeseen accidents, war, disputes, uprisings, riots, labor disputes, etc.
  - (7) When the operation of the Service becomes impossible due to laws and regulations or measures based on such laws and regulations
  - (8) Other cases deemed necessary by Digireha in accordance with the preceding items.
4. Digireha may suspend User's account if the User fails to pay the usage fee and two months have passed without payment from the due date or credit card payment date.
5. Digireha shall not be liable for any damages incurred by the User as a result of actions taken by Digireha pursuant to this Article.

#### **Article 14 (Attribution of Rights)**

1. All intellectual property rights related to the Service shall belong to Digireha or those who have licensed them to Digireha.
2. Digireha grants to the User a non-exclusive license to use the Service to the extent necessary for the use of the Service. However, such license shall not include the right to sublicense to a third party and this does not imply the transfer or grant to the User of any intellectual property rights, proprietary rights, or any other rights that may be freely disposed of.
3. Digireha's trademarks, logos, service marks, etc. (hereinafter collectively referred to as "Trademarks, etc.") may appear on the Service. However, Digireha does not transfer or grant any license to use such Trademarks, etc. to Users or other third parties.

#### **Article 15 (Disclaimer of Warranty and Disclaimer of Liability)**

1. Digireha makes no warranty of fitness for a particular purpose, merchantability, accuracy, usefulness, completeness, legality, or conformity to the internal rules of any organization applicable to the User provided in the Service.
2. Other than as provided in the preceding paragraph, Digireha does not warrant that the Service or any information provided through the Service will be fit for a particular purpose, of merchantable value, accurate, useful, complete, legal, or conform to the internal rules of any organization applicable to the User, or that there are no security defects, errors, bugs, or malfunctions, or that the Service will not infringe upon the rights of any third party.
3. The User acknowledges in advance that Digireha does not guarantee that the Service is compatible with all information terminals, and that malfunctions may occur in the operation of the Service as a result of OS upgrades, etc. of the information terminal used for use of the Service. Digireha does not guarantee that such defects will be resolved by Digireha's modification of the program, etc. in the event of such defects.
4. Digireha shall not be involved in any communication or other negotiation between Users. In the unlikely event that a dispute or problem arises between Users, Users shall immediately notify Digireha to that effect and resolve it at their own responsibility and expense, and Digireha shall not be involved in any way and shall assume no responsibility whatsoever.
5. In addition to the preceding paragraph, if a dispute arises between a User and a third party regarding the Service, the User shall immediately notify Digireha to that effect and settle the dispute at the user's own responsibility and expense, and Digireha shall not be involved in any way and shall assume no responsibility whatsoever.

#### **Article 16 (Method of Contact)**

1. Communication from Digireha to the User regarding the Service (including but not limited to notification of changes or additions to these Terms of Use) shall be made by e-mail or other means

deemed appropriate by Digireha.

2. In the event that Digireha sends a notice by e-mail, the notice from Digireha shall be deemed to have reached the User when the e-mail is sent to the e-mail address registered by the User, and such e-mail shall be deemed to have reached the user when it should have normally reached the user.
3. Inquiries regarding the Service and other communications or notifications from the User to Digireha shall be made via the inquiry form within the Service or by sending an e-mail to the e-mail address designated by Digireha, or by any other method designated by Digireha.
4. With the consent of the User, Digireha may send advertisements, promotions, or other communications regarding the Service based on the User's registered e-mail address or other User information.

#### **Article 17 (Prohibition of Assignment of Rights and Obligations)**

- ① User may not assign, succeed, grant a security interest in, or otherwise dispose of User's rights or obligations under this Service Agreement or User's position under this Service Agreement to any third party, except with the prior written consent of Digireha.
- ② In the event that Digireha transfers its business pertaining to the Service to a third party, or comprehensively succeeds to the business pertaining to the Service through a merger or corporate split in which Digireha becomes a dissolving company or a splitting company, Digireha shall transfer its position, rights and obligations under the Service Agreement and User Information and other user information to the transferee or successor of such business transfer, etc., and the User shall consent to such transfer in advance.

#### **Article 18 (Severability)**

1. Even if any provision or part of a provision of these Terms of Use is determined to be invalid or unenforceable under the Consumer Contract Act or other laws or regulations, the provisions or parts thereof determined to be invalid or unenforceable (the "Invalid or Unenforceable Portion") shall remain in full force and effect. Digireha and the User agree that the invalid or unenforceable portions shall remain in full force and effect. Digireha and the User shall endeavor to modify the Voided Portion to the extent necessary to make it legal and enforceable, and to ensure that it is legally and economically equivalent to the intent of the Voided Portion.
2. If any provision of this Agreement, or any part thereof, is found to be invalid or unenforceable in relation to one User, such invalidity or unenforceability shall not affect the validity or otherwise in relation to other Users.

#### **Article 19 (Governing Law and Agreed Jurisdiction)**

These Terms of Use shall be governed by and construed in accordance with the laws of Japan, and any and all disputes arising out of or relating to these Terms of Use shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.



**Article 20 (Governing Language)**

If these Terms of Use are written in any language other than Japanese, the Japanese version shall prevail in the event of any discrepancy in meaning.

November 9, 2020 Establishment

November 14, 2023 Article 13.4 Renewal