

## Kintone Plug-in Service Terms of Use

### **Article 1. Application of these Terms of Use**

- (1) JOYZO Inc. (hereinafter "JOYZO") hereby consents to the User's use of the Service, subject to strict conformity with all of the provisions of these Terms of Use (hereinafter "Terms"). Use of the Service shall be deemed to constitute understanding of and agreement to these Terms.
- (2) These Terms are a legally binding agreement between the customer and JOYZO and shall apply to all customers using the Service.
- (3) In the event of any differences in the provisions between these Terms and any individual terms of use, the provisions of the individual terms of use shall take precedence over these Terms.
- (4) All users using the Service shall be deemed to have consented to these Terms.
- (5) JOYZO may amend these Terms as appropriate with no prior notice. Customers shall be notified of amendments to the content of these Terms through prior notification via the Service or other methods as determined by JOYZO. If a customer does not consent to the content of such amendment, then it must cancel the Service and cease its use before the amendments take effect. JOYZO shall be under no obligation to continue to provide the Service in such a case. If the customer fails to cancel the Service, then the new contractual provisions shall apply to the said customer.
- (6) Except as specified otherwise in this Agreement, the Service may not be used through means such as transfer of rights to use the Service to, or permitting the reuse by, any third party.

### **Article 2. Definitions**

- (1) "Customer" refers to a corporation or organization that has applied to use the Service in accordance with JOYZO's specified procedures, having consented to these Terms, and for which JOYZO has consented to use of the Service.
- (2) "Partner" refers to a party that has granted to JOYZO permission to use its own content or engaged in other business partnership with JOYZO in connection with the Service.

### **Article 3. Notification**

- (1) Except as specified otherwise in the Terms of Use or elsewhere, notifications from JOYZO to customers shall be made through methods judged appropriate by JOYZO, such as email or posting to the JOYZO website.
- (2) When a notification from JOYZO to a customer has been sent by email or posted to the JOYZO website pursuant to the provisions of the preceding paragraph, then it shall take effect as of the point in time that the email was sent or the notification was posted to the website.

### **Article 4. Use of customer information**

- (1) JOYZO may use customer information, in whole or in part, for the following purposes:
  - For provision, management, and operation of the Service
  - For communications necessary in use by customers
  - To send advertising communications, such as information on promotional campaigns or surveys and to send notifications concerning other products and services
- (2) JOYZO may disclose customer information in the following cases:
  - When the Service includes services provided by Partners and there is a need to disclose customer information to such Partners in response to a request for an investigation and responding with regard to inquiries or other communications from customers regarding such services
  - When a customer applies to add to the Service a service provided by a Partner
  - In other cases pursuant to laws and regulations

### **Article 5. Notification of changes**

- (1) Customers shall notify JOYZO promptly of any changes to items of customer-related information noted on the application for use, including their trade or other names,

headquarters locations or addresses, and contact information.

- (2) JOYZO shall not be liable for any damage suffered by customers as a result of their failure to receive any notifications or other reasons resulting from the customers' having neglected to provide the notice described in the preceding paragraph.

#### **Article 6. Free trial**

- (3) Customers may try each Service free of charge within the scope specified separately by JOYZO.
- (4) A customer who desires to apply for formal use of a premium Service shall complete the application procedures in accordance with the methods for applying for formal use of which notification will be provided separately via the Service.

#### **Article 7. Free trial of beta versions**

- (1) Solely for the purposes of consideration of the adoption of individual Services and evaluation of the Services, customers may try beta versions (this refers to Services provided by JOYZO prior to formal release of such Services, whether referred to as "beta" versions or by other names; referred to collectively hereinafter as "beta versions") free of charge within the scope specified separately by JOYZO.
- (2) Customers must not disclose or reveal to any third party any Service-related information learned through trial use of beta versions of Services. They also must not try such versions for purposes other than those enumerated in the preceding paragraph.
- (3) No guarantee is made that specifications and functions similar to those of beta versions shall be maintained after the formal version of each Service is released. Also, no guarantee is made that customers' registered data and other information will be migrated completely without any problems from the beta environment when using the formal versions of Services or that JOYZO will provide advice or support regarding such migration. Also, no guarantee is provided that JOYZO will provide advice and support in response to the functions of or defects in beta versions of Services or any inquiries regarding beta versions.

#### **Article 8. Service period**

- (1) The period of use of the premium Service shall be as described below.
  - When using the Service in units of one month each (hereinafter "monthly use"), the usage agreement shall be renewed with no change in its content for the period of one month beginning on the first day of the month after the month in which it took effect and for subsequent months, unless notification has been made of its termination.
  - When using the Service in units of one year each ("annual use" hereinafter), the said year shall be the period of one year beginning on the first day of the month after the month in which the usage agreement took effect.
  - Except as provided for otherwise, the Service may not be cancelled during the Service period.

#### **Article 9. Service charges**

- (1) Usage charges for a premium Service vary depending on the license for each Service. For details of Service charges, see the price list provided on the website and elsewhere. In addition, separate initial costs may apply when receiving provision of a premium Service. Service charges do not include kintone usage charges, service charges, data transmission charges, or other communications charges charged by telecommunications carriers or similar costs incurred when using a premium Service. Customers themselves must pay such charges separately to the telecommunications carriers.
- (2) If a promotional price applies when concluding an agreement, normal charges will apply after the end of the promotional period.
- (3) The customer shall pay the applicable Service charges by the payment deadline specified individually for each Service period.
- (4) If a customer is unable to pay the Service charges or other obligations after the payment deadline has passed, it may be asked to pay to JOYZO interest on late payment in an amount calculated using an annual interest rate of 14.5% for the period from the day after the payment deadline through the day before the date payment is made. This annual rate

shall be based on a 365-day year even during a period that includes February 29 in a leap year.

- (5) Service charges already paid shall not be refunded except as specified separately.

#### **Article 10. Amendment and termination of the license**

- (1) Amendment of a license, changes to the number of users, etc., for a premium Service shall be handled as follows:
- Monthly use: The customer may amend the Service by notifying JOYZO thereof, through a method to be specified by the latter. Service charges based on the content of the Service after such amendment shall apply beginning in the month after the month in which JOYZO received the notice of such amendment to the Service.
  - Annual use: The customer may upgrade the Service or make additions to the number of users by notifying JOYZO thereof through a method to be specified by the latter. JOYZO shall apply the content of such amendment conditional on payment of the difference in amounts between the new grade and the previous grade for the number of months from the month in which JOYZO received the notice of such amendment to the Service to the end of the Service period. Requests for downgrading of the Service during the Service period shall not be accepted, and Service charges already paid shall not be refunded, for any reason.
- (2) A customer who desires to discontinue a premium Service shall notify JOYZO thereof by at least five business days before the last day of the month preceding the month in which the customer wishes to discontinue the Service, through the method specified by JOYZO, and complete the designated procedures.

#### **Article 11. Temporary interruption and cessation of service provision**

- (1) Periodic maintenance of the Service will be conducted as necessary. During periodic maintenance, the system may be interrupted or some functions may be unavailable for use temporarily. Maintenance plans will be announced at least 24 hours in advance via the Service website and other means.
- (2) In any of the cases enumerated below, JOYZO may suspend provision of the Service without requiring any prior notice to or consent of customers:
- When conducting maintenance due to the failure of equipment or other facilities used for the Service
  - When unavoidable for operational or technical reasons
  - In other cases in which it is not possible to provide the Service due to cases of force majeure, such as natural disasters
- (3) When a customer meets any of the descriptions enumerated under Article 12 "Cancellation of the usage agreement by JOYZO," Paragraph 1, or a customer has failed to pay the usage charges or otherwise violated the usage agreement or other agreement, JOYZO may cease provision of the Service, in whole or in part, without requiring any prior notice or warning to the customer.
- (4) JOYZO shall not be liable for any damages suffered by customers or other third parties in the event that it has been unable to provide the Service for any of the reasons enumerated in the preceding paragraphs.

#### **Article 12. Cancellation of the usage agreement by JOYZO**

- (1) When it has determined that a customer meets any of the descriptions enumerated below, JOYZO may, without requiring any prior notice or warning to the customer, cancel the usage agreement in whole or in part:
- It has been subject to a filing for seizure, provisional seizure, or auction, or has been subjected to dispensation for failure to pay taxes or other public charges
  - It has been subject to a filing for bankruptcy, commencement of supervised corporate reorganization, commencement of corporate rehabilitation proceedings, or commencement of civil rehabilitation proceedings, or its credit conditions have become markedly unstable
  - It has been subjected to cancellation or suspension of its business license by the authorities or to similar disposition
  - It has violated the usage agreement or other agreement and has failed to rectify such

- violation within a reasonable period after being JOYZO has called for its rectification
- It has passed a resolution on measures such as dissolution, reduction of capital, or transfer of all or a significant part of its business
  - Reasons have arisen that would make it difficult to perform the usage agreement

#### **Article 13. Modification or discontinuation of the Service**

- (1) JOYZO may, without notifying customers, modify the contents of the Service or cease provision of the Service. JOYZO shall not be liable for any damages suffered by customers as a result.

#### **Article 14. Treatment after termination of the Agreement**

- (1) Upon the termination of the Usage Agreement, the customer shall return to JOYZO any devices, software, and other materials (hereinafter, this includes any full or partial copies of such software and materials) provided by JOYZO in use of the Service promptly after such termination of the Usage Agreement and shall, at its responsibility, delete any such software and materials stored on customer equipment or elsewhere.
- (2) Upon the termination of the Usage Agreement, JOYZO shall return to the customer any materials (hereinafter, this includes any full or partial copies of such materials) provided by the customer in use of the Service promptly after such termination of the Usage Agreement and shall, at its responsibility, delete any such materials recorded on equipment used for the Service or other equipment.

#### **Article 15. Principle of self-responsibility**

- (1) In the event that a customer has caused harm to a third party (hereinafter in this article, this includes authorized users and is not restricted to domestic or foreign parties) in connection with use of the Service for reasons for which the customer should be held responsible or has received a claim or other demand from a third party, the customer shall address and resolve the matter under its own responsibility and at its own cost. The same shall apply to a case in which a customer has suffered damage due to a third party or made a claim or other demand to a third party in connection with use of the Service.
- (2) Information (content) provided or transmitted by a customer or other party using the Service is provided under the customer's responsibility. JOYZO makes no guarantee with regard to the content or other details thereof and will not be liable for any damage resulting therefrom.
- (3) If a customer has, through willful acts or negligence, caused any damage to JOYZO, the customer shall compensate JOYZO for such damage.

#### **Article 16. Equipment configuration and maintenance**

- (1) At their own expense and under their own responsibility, customers shall configure their equipment to satisfy the conditions specified by JOYZO and shall maintain their equipment and an environment for use of the Service.

#### **Article 17. Service-related restrictions**

- (1) Customers may not act in ways, such as copying, redistributing, lending, transmitting (including automatic public transmission and enabling of transmission), leasing, or pledging as collateral the Service or documents related to the Service. They also may not transfer, resale, or permit use of their rights to use the Service granted pursuant to the Usage Agreement.
- (2) Customers may not revise, translate, adapt, reverse engineer, recompile, or reassemble the Service, or produce derivative works based on it. In addition, permission to use the Service is granted as a single product. Customers may not use its constituent components separately.

#### **Article 18. Intellectual property rights**

- (1) Copyright, patent rights, trademark rights, and any and all other intellectual property rights regarding the Service are the property of JOYZO.
- (2) Intellectual property rights to content accessed, displayed, and used via use of the Service are the property of each individual content provider and are protected by the Copyright Act

and other laws, regulations, and treaties concerning intellectual property rights.

#### **Article 19. Prohibited acts**

- (1) Customers are prohibited from engaging in any of the following acts in connection with use of the Service:
  - Acts that infringe, or could infringe, the copyright, trademark rights, or other intellectual property rights or any other rights of JOYZO or any third parties
  - Acts of altering or deleting the content of the Service or information available for use via the Service
  - Acts of allowing a third party to use the Service in violation of the Usage Agreement or other agreements
  - Acts in violation of laws, regulations, or public order and decency or causing disadvantages to JOYZO or any third party
  - Acts of discriminating against, libeling, or slandering another party, or detrimental to his or her good name or trust
  - Acts that lead, or could lead, to crimes such as fraud
  - Acts of transmitting or posting images, documents, etc., that qualify as obscene, child pornography, or child abuse
  - Acts of using the Service by impersonating a third party
  - Acts of transmitting or posting computer virus or other harmful computer programs
  - Acts of transmitting advertising, promotional, or solicitation emails to third parties without authorization or acts of transmitting emails that cause or could cause others to feel highly uncomfortable (harassing emails)
  - Acts of knowingly posting links that would encourage visits to sites that engage in any of the acts enumerated in the preceding subparagraphs in full knowledge that they do so
  - Acts of preparing and distributing derivative services without JOYZO's permission
  - Acts of infringing on the intellectual property rights or other rights of JOYZO, its Partners, other customers, or third parties
  - Acts detrimental to the property, credit, good name, etc., or infringing upon the privacy rights, rights of likeness, etc., of JOYZO, its Partners, other customers, or third parties
  - Acts that are, or could be, disadvantageous or harmful to JOYZO or third parties
  - Other acts judged to be inappropriate by JOYZO
- (2) Customers shall notify JOYZO immediately if they have learned that they have committed any of the acts enumerated under the preceding paragraph or determined that they may have committed such an act.
- (3) If it has learned that the acts of a customer or other party in connection with use of the Service meets any of the descriptions enumerated under Paragraph 1 above, or that information provided by a customer or other party concerns any of the acts enumerated under Paragraph 1 above, JOYZO may, without any prior notice to the customer, cease provision of the Service in whole or in part or delete the information that concerns any of the acts enumerated under Paragraph 1 above. However, JOYZO shall not be obligated to monitor the acts of customers or other parties or the information (including data and content) provided or transmitted (including cases deemed to constitute use by customers) by customers or other parties.

#### **Article 20. Limitation of liability**

- (1) The liability of JOYZO or Service providers to pay compensation for damage shall not exceed the amount equivalent to one month's usage charges for the month in which the relevant customer suffered such damage. However, JOYZO shall not be liable, even in cases involving unlawful acts, contracts, or other legal grounds, to customers or third parties for any damage due to the loss of business value or business opportunities, cessation of business, or computer failure, or any other indirect, incidental, special, attendant, consequential, or punitive damages arising from the use, or non-use, of the Service or other services accessible through the Service. The same shall apply to cases in which JOYZO was informed in advance of the possibility of such damage arising and cases in which direct damage arose for reasons for which JOYZO should not be held responsible.

- (2) If a customer has caused damage to JOYZO or a third party through the use of the Service, then said customer shall pay compensation for such damage at its own cost and under its own responsibility, and it shall not demand any compensation or supplementation by JOYZO.
- (3) In the event that any dispute has arisen between a customer and a third party through use of the Service, the customer shall resolve such dispute under its own responsibility and may not make any demands for mediation or referral, or any other demands, to JOYZO. If, in connection with such a dispute, the customer has, due to its own willful act or gross negligence, been forced to pay compensation or suffered any other damage (including legal fees), JOYZO may demand compensation for the relevant amount of damages from the customer.

#### **Article 21. Disclaimers**

- (1) JOYZO's liability with regard to the Service or the usage agreement or other agreement shall not, for any reason, exceed the scope described in the preceding article, and JOYZO shall not be liable for any damage suffered by customers or other parties for any of the reasons below, including liability for failure to perform obligations, liability for unlawful acts, or other liability for compensation regardless of the legal grounds for such demands:
  - Cases of force majeure, such as natural disasters, civil unrest, or insurrection
  - Damage caused by failure of customers' equipment, problems with Internet access services to the equipment used to provide the Service, or other aspects of customers' access environments
  - Damage caused by performance of Internet access services, such as response times from the equipment used to provide the Service
  - Infection of the equipment used to provide the Service with computer viruses of types for which a third party providing antivirus software adopted by JOYZO has not provided virus patterns, virus definition files, etc.
  - Unauthorized access, attacks, or interception of the equipment used to provide the Service by any third party that could not be prevented even through the due diligence of a good manager
  - Damage caused by a customer's failure to conform to the procedures, security measures, etc., specified by JOYZO
  - Damage caused by software used on the equipment used to provide the Service that was not produced by JOYZO
  - Damage caused by hardware used in the equipment used to provide the Service that was not produced by JOYZO
  - Damage caused by reasons outside the scope of JOYZO's operation and management, such as defects in kintone configuration
  - Damage to customers or third parties due to improper use of the Service through means such as unauthorized use of a username by a third party
  - Compulsory disposition pursuant to Article 218 of the Code of Criminal Procedure or to the provisions of the Act on Wiretapping for Criminal Investigation, or other compulsory disposition pursuant to court orders, laws, or regulations
  - Accidents, such as loss of deliverables during shipping, for reasons for which JOYZO should not be held responsible
  - Those related to operations conducted by subcontractors for which there are no grounds for holding JOYZO responsible, such as failures in its selection and supervision of subcontractors
  - Those due to other reasons for which JOYZO should not be held responsible
- (2) JOYZO shall not bear any liability for any disputes or other matters arising between customers and third parties due to customers' use of the Service.

#### **Article 22. Governing law, court with jurisdiction**

- (1) These Terms of Use shall be governed by the laws of Japan, except where principles in conflict with those of the laws of Japan apply.
- (2) Customers and JOYZO hereby agree that the exclusive court of first instance for any

disputes arising with regard to these Terms of Use or the Service shall be the Tokyo District Court.