

SAKURA ID Terms and Conditions

Article 1 (Application and Amendment of Terms and Conditions)

1. These SAKURA ID Terms and Conditions (these “Terms and Conditions”) are the Terms and Conditions applicable to “SAKURA ID” (the “ID”) which SAKURA internet Inc. (the “Company”) provides. The Company issues the account for ID pursuant to these Terms and Conditions (an individual account which is issued for the ID, the “Account” and the user of the Account, the “User”).
2. If the User is a minor, adult ward, person under curatorship or person under assistance who is subject to a decision under Article 17, Paragraph 1 of the Civil Code or a person who is in a situation similar to any of the above in a country other than Japan, then the User shall use the Account with obtaining consent and the like from its legal representative, guardian, curator or assistant, or a representative and the like in a country other than Japan (collectively, the “Legal Representative and the like”). When the User starts using the Account, the Company deems that the User has obtained consent from its Legal Representative and the like
3. The Company may amend these Terms and Conditions due to a change or improvement, addition of the content of the ID or termination of provision and the like of the ID. When amending these Terms and Conditions, the Company shall notify the User of the amendment by posting on the website or webpage (the “Service Site”) describing the ID which the Company operates , sending e-mails or any other appropriate method that the Company reasonably decides. By using the Account after the amendment to these Terms and Conditions becomes effective, the User shall be deemed to have accepted these Terms and Conditions as amended.

Article 2 (Function of the ID)

1. The ID is an individual identification function which enables the use of the various services that the Company or a third party which affiliates with the Company provides (simply, the “Various Services,” and the ID and a contract relating to use of the ID and the Various Services, the “Use Contract”) by registering information which the Company designates in the Service Site.

Article 3 (Communications)

1. The Communications from the Company to the User shall be made by any method that the Company determines appropriate such as sending e-mails to email address which the User registered or posting on the Service Site. The language to be used in the Communications

shall be Japanese unless the Company approves otherwise. The User shall set up an environment to properly receive e-mails or websites in Japanese at its own expense and on its own responsibility.

2. The Communications in the preceding paragraph shall be deemed to have arrived at the User at the time when the Company transmits the Communications by e-mail, or posts the Communications on the Service Site. Even if the Communications fail to arrive at the User or such an e-mail or website is unable to be properly displayed at the User's environment, the Company shall not assume any liability for damage caused in connection with the failure of arrival or proper display.
3. The language that the User may use in the Communications to the Company shall be Japanese only, regardless of method to make the Communications, except an inquiry in English by using a form to be filled in in English which the Company prepares as to the matters to be inquired that the Company sets forth separately.

Article 4 (Issuance of the Account)

1. A person who desires to use the ID and applies for use of the ID (the "Applicant") shall apply for use of the ID to the Company by registering information such as an email address and a username (the "Application Information") which the Company designates by the method prescribed by the Company.
2. When the Company accepts the registration of the Application Information for the application in the preceding paragraph, the Company shall issue the Account.
3. If the Company determines that the Applicant falls under any of the following items, the Company may refuse to accept the application. If the Company refuses to accept the application, the Company shall promptly notify the Applicant to that effect but have no obligation to disclose the reason for the refusal.
 - (1) if the Applicant is likely to breach the Use Contract because the Applicant has ever breached any other contract with the Company before or for any other reason;
 - (2) if the Application Information contains false information;
 - (3) if the Applicant is a minor, adult ward, person under curatorship or person under assistance who is subject to a decision under Article 17, Paragraph 1 of the Civil Code and fails to obtain consent on the application from its legal representative, guardian, curator or assistant or if the Applicant is in a situation similar to any of the above in a country other than Japan;
 - (4) if a significant difficulty in business or technology is recognized as to the issuance of the Account or the provision of the Various Services to the Applicant;
 - (5) if the Applicant falls under the Antisocial Forces; and

- (6) if the Company recognizes that acceptance of the application is inappropriate due to any other reason.

Article 5 (Change to the Application Information)

1. If the Application Information is changed, the User shall promptly register the change of the Application Information by a prescribed method.
2. Even if the Communications from the Company to the User fail to arrive at the User or are delayed in arrival due to the User's delay in registration of change in the preceding paragraph or failure of the registration of change, the Company may deem that the Communications have arrived at the time when the same is supposed to arrive. The Company shall not assume any liability for damage that the User or any third party has incurred due to such delay or failure in registration of change.

Article 6 (Prohibited Matters)

1. The User shall not conduct the acts which fall under, or may fall under, any of the following items concerning the use of the ID and the Various Services:
 - (1) an act to infringe any property, privacy, portrait right, intellectual property right or any other right (meaning those both in Japan and in a country other than Japan) of the Company or a third party;
 - (2) an act to discriminate against, defame or denigrate the Company or a third party or damage the reputation or credibility of the Company or a third party;
 - (3) an act to result in any criminal offense under the Applicable Laws and Regulations such as illegal trade of saving account and mobile phone, fraud, Ponzi scheme (pyramid scheme), trade of controlled substance and child prostitution;
 - (4) an act to send or post any image or document and the like which falls under indecency, child pornography or child abuse under the Applicable Laws and Regulations;
 - (5) an act to falsify or delete information which is available by provision of the ID or the Various Services;
 - (6) an act to send or post harmful computer programs such as virus;
 - (7) an act to make an unauthorized access to the Telecommunication Facilities;
 - (8) an act to conduct gambling illegally in light of the Applicable Laws and Regulations or induce people to play such illegal gambling;
 - (9) an act to directly and expressly undertake, mediate or induce (including requesting anyone else to commit) an illegal act under the Applicable Laws and Regulations (including, but not limited to, transfer of firearm, provision of child pornography, falsification of official documents, homicide and intimidation);

- (10) an act to induce or persuade a person to carry out a suicide;
 - (11) an act to cause significant trouble to any other User or third party;
 - (12) an act that is against public policy;
 - (13) an act to violate the Applicable Laws and Regulations (as for the User to whom laws and regulations of a country other than Japan apply, including an act to violate such laws and regulations);
 - (14) an act to obstruct use or operation of facilities (including, but not limited to, the Telecommunication Facilities) of the Company or a third party;
 - (15) an act to use the ID and the Various Services in a manner or form obstructing third party's communications;
 - (16) an act to interrupt businesses of the Company and a third party which affiliates with the Company concerning provision of the ID and the Various Services;
 - (17) an act to post a link to a website in which the act falling under any of the preceding items is being conducted in a form or for the purpose to encourage such act;
 - (18) an act to cause and encourage a third party to conduct the act falling under any of the preceding items; and
 - (19) any other act that the Company judges inappropriate as the act of Users of the ID and the Various Services.
2. In addition to the preceding items, the Company may separately stipulate any other prohibited matters and precautions and the like on the Service Site as necessary and the User shall observe them.

Article 7 (Management of Account and the like)

1. The User shall appropriately set and manage the account and password and the like that the Company issued for use of the ID on its own responsibility. The Company shall not assume any liability for damage caused to the User in connection with these setting or management of the account and password.

Article 8 (Response to Prohibited Acts)

1. If the Company recognizes that the User has conducted an act which falls under any of the prohibited matters set forth in these Terms and Conditions, if a third party makes a claim or demand and the like against the Company concerning use of the ID and the Various Services by the User and the Company recognizes it as necessary, or if the Company judges it as necessary for operation of the ID and the Various Services due to any other event, then the Company may take one of or a combination of two or more of the measures listed in the following items against the User:

- (1) to make inquiries on the act which falls under any of the prohibited matters set forth in these Terms and Conditions;
- (2) to request the User to stop the act which falls under any of the prohibited matters set forth in these Terms and Conditions or take necessary measures;
- (3) to request the User to respond to claim or demand and the like from a third party or establish a system to receive inquiries from third parties; and
- (4) to delete the information that the User has posted on the Internet through the ID and the Various Services in whole or in part from the Provided Area, or set the information in the status in which third parties may not view it, without prior notice.

Article 9 (Restriction on Use of the Account and the like)

1. If the User falls under any of the events listed below, the Company may restrict the use of the Account and the Various Services for the User in whole or in part. The Company shall not assume any liability for the restriction on use to the User:
 - (1) if the Company recognizes that an act (including omission) of the User obstructs the Company's business operation such as a case where the Telecommunication Facilities are or may be affected by such act;
 - (2) if a false information is found in the Application Information of the User;
 - (3) if the User who has received the inquiries or the request in Items (1) through (3) of Paragraph 1 of the preceding article fails to respond to the inquiries or the request within a period designated by the Company; and
 - (4) if the Company judges that the User has breached these Terms and Conditions for any other reason.
2. If the Company intends to restrict the use of the Account and the Various Services, the Company shall notify the User of the restriction and reason for the restriction in advance unless the Company judges it as urgently necessary to restrict the use.

Article 10 (Deletion of the Account by the Company)

1. If the User falls under any of the following items, the Company may immediately delete the Account without giving notice or demand to the User;
 - (1) if the User falls under any of the items set forth in Article 4, Paragraph 3;
 - (2) if the User is an adult ward, person under curatorship or person under assistance who is subject to a decision under Article 17, Paragraph 1 of the Civil Code or a person who is in a situation similar to any of the above in a country other than Japan and the Company judges it as difficult to continue to use the Account based on reasonable circumstances;
 - (3) if the Company judges that the User has conducted an act which falls under any of the

prohibited matters set forth in these Terms and Conditions;

- (4) if the User falls under any of the items in Paragraph 1 of the preceding article;
2. if the Company judges that a permission or any other relevant qualifications of the Company may be revoked by public agencies due to an act (including omission) of the User;
3. The Company may delete the Account at its own discretion upon termination of use of the Various Services.

Article 11 (Compensation for Damage)

1. If the User breaches these Terms and Conditions due to a cause attributable to the User and by this causes damage to the Company, then the User shall compensate the Company for the damage.

Article 12 (Secrecy of Communications)

1. The Company shall appropriately handle the secrecy of communications which the Company handles in providing the ID and the Various Services pursuant to Article 4 of the Telecommunications Business Act.
2. The Company may disclose to the extent necessary part of information belonging to the secrecy of communications of the User in accordance with laws and regulations, judicial decisions of courts, or rules or orders of supervisory agencies, financial instruments exchanges or any other public agencies authorized to regulate the Company.
3. If the User conducts an act which falls under any of the prohibited matters set forth in these Terms and Conditions, the Company may disclose to third parties information belonging to the secrecy of communications of the User to the extent that the Company recognizes as necessary to secure smooth provision of the ID.

Article 13 (Suspension of Provision)

1. If it is necessary for maintenance, works or relocation and the like of the Telecommunication Facilities or for carrying out the Company's business operation, the Company may suspend provision of the ID and the Various Services in whole or in part.
2. If the Company intends to suspend provision of the ID pursuant to the preceding paragraph, the Company shall notify each User of the suspension and reason for it in advance unless the Company judges it as urgently necessary.
3. The Company shall not assume any liability for damage that the User has incurred in connection with the suspension and the like pursuant to Paragraph 1.

Article 14 (Amendment to Contract)

1. The Company may request the User to accept amendments to the Use Contract. The User shall not refuse to accept the Company's request without justifiable reason.

Article 15 (Discontinuation of the ID)

1. The Company may discontinue the ID in whole or in part for certain reasons. In that case, the Company shall notify the User to that effect no later than one (1) month before the discontinuation; provided, however, that if either of the following items occurs, the Company may immediately discontinue the ID without giving prior notice to the User. When the Company discontinues the ID in whole, the Use Contract shall automatically terminate at the time of the discontinuation.
 - (1) if the Company judges it as necessary to immediately discontinue the ID due to an order, disposition, request and the like by public agencies; or
 - (2) if the Company judges it as necessary to change the method to provide the ID such as a case where the relationship between the Company and the third party providing software and any other technologies (including, but not limited to, the Provided Software and the like) that the Company uses to provide the ID is over.
2. The Company shall not assume any liability for damage that the User has incurred in connection with the discontinuation pursuant to the preceding paragraph.

Article 16 (The Company's Liability)

1. If the Company breaches the Use Contract intentionally or negligently, the User shall request the Company to correct the breach. If the Company fails to correct the breach even after a reasonable period of time has elapsed, the User may terminate use of the ID.
2. Unless otherwise set forth in the Use Contract, the Company shall not assume any liability for compensation (including those both in Japan and in a country other than Japan) for damage that the User has incurred in connection with the use of the ID (including, but not limited to, damage caused by unavailability of the ID, , damage/loss of the information registered in the ID such as the Application Information, third-party's plagiarism/divulgence of an account, infection with computer virus/malware and unauthorized access/cracking/wrongful use of security hole by third parties and the like; the same shall apply in this Article):
3. The provisions limiting the damage as set forth in the preceding paragraph shall not apply to the case where the User as an individual (excluding an individual who becomes a user of the ID as business or for business purposes) has incurred damage due to the Company's intentional act or gross negligence.

Article 17 (Non-Warranty, Disclaimers)

1. Unless otherwise set forth in these Terms and Conditions, with respect to provision of the ID and the Various Services to the User, the Company shall not give, whether expressed or implied, any warranty (including, but not limited to, warranty for fitness for a particular purpose, effectiveness of function and effect, function quality, security against threat, merchantability, completeness, accuracy, non-infringement of third party's rights and steady provision of the ID and the Various Services and the like).
2. The Company shall not assume any liability to the User for delay in or impossibility of performance of the ID and the Various Services in whole or in part due to natural disaster, war, riot, civil war, any other force majeure, establishment/revision/repeal of laws and regulations of Japan or a country other than Japan, order/disposition/request by public agencies, restriction on access to the Internet, filtering or interception of part of communication through the Internet, act of labor dispute, communication line or any other cause not attributable to the Company.
3. With respect to a dispute arising between a third party and the Company or the User in connection with the use of the ID and the Various Services by the User, the User shall resolve it at its own expense and on its own responsibility and the Company shall not assume any responsibility for the dispute.

Article 18 (Elimination of Antisocial Forces)

1. The User represents that the User itself, its representatives and performance assistants does not fall under any of the following items as of the use start date, and further ensures that any of the above persons will not fall under the same in the future:
 - (1) a person who is an Antisocial Force;
 - (2) a person who has a relationship in which the Antisocial Forces are recognized to substantially control or be involved in the person's business management;
 - (3) a person who has a relationship in which the person is recognized to use the Antisocial Forces wrongfully such as using the antisocial forces for the purposes to earn illicit profit for itself or a third party or cause damage to a third party;
 - (4) a person who has a relationship in which the person is recognized to provide funds or facilities to the Antisocial Forces; and
 - (5) a person who has a socially accusable relationship with the Antisocial Forces.
2. The User ensures that the User itself, its representatives, intermediaries or performance assistants will not conduct against the Company or related persons of the Company any act using fraudulent means, violent act, act using threatening words, act of unjust demand beyond legal liabilities, act to damage the Company's credibility or interfere with the

Company's business operation or any other act equivalent to the above by itself or by using a third party.

3. If the Company recognizes that the User has breached either of the preceding two (2) paragraphs, the Company may immediately suspend the use of the ID and the Various Services in whole or in part and delete the Account without giving notice or demand to the User. In this case, the User shall compensate the Company for any damage that the Company has incurred.
4. If the Company recognizes that the User, its representatives, intermediaries and performance assistants may fall under the Antisocial Forces, the Company may request the User to explain or provide information materials as necessary and the User shall promptly respond to this request. If the User fails to promptly respond to this request or if the Company recognizes that the User failed to respond in good faith such as providing false explanations or information materials, then the Company may immediately suspend the use of the ID and the Various Services in whole or in part and delete the Account without giving notice or demand to the User.

Article 19 (Governing Law)

1. These Terms and Conditions and the Use Contract shall be governed by and construed in accordance with the laws of Japan.

Article 20 (Dispute Resolution)

1. If a dispute, doubt or matter not set forth concerning the Use Contract occurs, the Company and the User shall resolve it in good faith through consultation.
2. With respect to a dispute arising out of or in connection with the Use Contract, if the User files a legal action against the Company, the Tokyo District Court shall be the court having the agreed exclusive jurisdiction in the first instance. If the Company files a legal action against the User, the Company may file the action with the Tokyo District Court in addition to competent courts designated by the laws of the respective countries, and also may resolve the dispute through arbitration to be conducted in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association in Tokyo, Japan at the choice of the Company, instead of filing a legal action with the court, and the User shall consent to these. The arbitration shall be conducted by one (1) arbitrator appointed by the Company and the language to be used for arbitration procedures shall be Japanese. The arbitral award shall not permit a right of appeal and shall be binding on the User and the Company.

Article 21 (Severability)

1. Even if any clause or part of clause of these Terms and Conditions is held invalid or unenforceable by the Consumer Contract Act or any other laws and regulations of Japan or the country in which the User resides (or the country in which the User's head office is located if the User is a juridical person), the remaining part of these Terms and Conditions shall remain in full force and effect.

Supplementary Provision

Article 1 (Commencement of Application)

1. These Terms and Conditions are the amended version of the SAKURA ID Terms and Conditions which applied on and after February 28, 2023 and shall apply on and after October 2, 2023 pursuant to Article 1.

[Note: This is the Company's translation of the original Japanese Terms and Conditions dated October 2, 2023 for reference purpose only, which may be different from the latest original Japanese Terms and Conditions. For the purposes of the Use Contract, please be sure to see the latest original Japanese Terms and Conditions as well.]