

Terms and Conditions

Article 1 Applicability

1. The purpose of these Terms and Conditions is to set forth the terms and conditions for providing the Services (as defined below) and the rights and obligations between the Company and the Users (as defined below). These Terms and Conditions shall apply to all aspects of the relationship between the Users and the Company in connection with the use of the Services.
2. If there is any conflict between these Terms and Conditions and any other description of the Services not provided for herein, these Terms and Conditions shall prevail.

Article 2 Definitions

For purposes of these Terms and Conditions, the following terms have the following meanings.

- (1) The "Service Agreement" means not only these Terms and Conditions, but also any other agreements relating to the Services to be executed between the Company and the User.
- (2) The "IP Rights" means copyrights, patents, trademarks, utility rights, design rights and other intellectual property rights (including rights to obtain or to apply for the registration of such rights).
- (3) The "Company" means SPLYZA Inc.
- (4) The "Website" means such website as may be operated by the Company, whose domain name is "splyza.com" (or if such website's domain name or content has been modified for any reasons, such modified website).
- (5) The "User" means any person or entity (including its members) that has been using the the Services.
- (6) The "Services" means any and all services provided by the Company under the name Lecta (or if such name or the content of such services has been modified for any reasons, such modified services).

Article 3 Fees and Payment Method

1. In consideration of the paid Services hereunder, the User shall pay to the Company such fees as may be established by the Company and specified on the Website, pursuant to the payment method as designated by the Company.

Article 4 Prohibited Actions

When using the Services hereunder, the User shall not commit any of the following acts or any act that the Company determines falls under any of the following:

1. acts that violate any laws or regulations or that are associated with criminal activity;
2. acts that defraud or threaten the Company, other Users or other third parties;
3. acts against public order and good morals;
4. acts that infringe any IP Rights, portrait rights, privacy rights, reputation or other rights or profit of the Company, other Users or other third parties;
5. acts to transmit to other Users, through the Services, any of the following or any transmissions that the Company determines includes under any of the following:

- (1) violent or cruel content;
- (2) computer viruses or other hazardous computer programs;
- (3) content that damages the reputation or the credit of the Company, other users of the Services or other third parties;
- (4) indecent content;
- (5) content that encourages discrimination;
- (6) content that encourages suicide or self-mutilation;
- (7) content that encourages drug abuse;
- (8) antisocial content;
- (9) content for the purpose of disbursing information, such as chain mails;
- (10) content that causes uncomfortable feelings to third parties;
- (11) content for the purpose of encountering unacquainted persons of the opposite sex; or
- (12) content against public order and good morals;
6. acts that place an excessive burden on the network or system of the Services;
7. acts that threaten to interrupt the operation of the Services;
8. acts to access or attempt to access the system or network of the Services improperly;
9. acts to impersonate a third party;
10. acts to use the user ID or password of other users of the Services;
11. acts of exploitation, advertisement, soliciting or marketing without the Company's prior consent;
12. acts to collect information of other users of the Services;
13. acts that cause disadvantage, damage or uncomfortable feelings to other users of the Services or other third parties;
14. acts to provide Antisocial Forces with profit;
15. acts that are intended to encounter unacquainted persons of the opposite sex;
16. acts that, directly or indirectly, evoke or facilitate acts listed in the preceding items; or
17. other acts that the Company deems to be inappropriate.

Article 5 Suspension of the Services

1. The Company shall be entitled to, without any advance notice to the User, suspend or discontinue the Services, in whole or in part, in the event that:
 - (1) urgent inspection or maintenance of the computer system for the Services needs to be performed;
 - (2) computers or communication lines have been disrupted due to an accident;
 - (3) the Company becomes unable to provide the Services due to force majeure, including, but not limited to, earthquake, lightning, fire, storm and flood damage, power blackout and other natural disasters;
 - (4) (i) trouble, suspension or discontinuance, (ii) suspension or discontinuance of collaborating with the Services ,or (iii) specification change, etc. occur to any services or contents provided by a third party collaborating with the Company; or
 - (5) the Company determines that suspension or discontinuance is required for other reasons.
2. Under no circumstances shall the Company be liable for any damages incurred by the User arising out of any measures taken by the Company pursuant to this Article 8.

Article 6 Ownership of Rights

1. Any and all IP Rights related to the Website and the Services are reserved by the Company or the Company's licensor. Nothing contained herein shall be construed as granting to the User a license of the IP Rights owned by the Company or the Company's licensor.

Article 7 Withdrawal

1. The User may withdraw from the Services and cancel its registration by giving notice to the Company to that effect and pursuant to such manner as specified by the Company.
2. Upon withdrawal, all amounts then due and payable from the User, if any, shall be automatically accelerated, and the User shall immediately pay to the Company such amounts in full.
3. Treatment of User information after the withdrawal shall be subject to the provisions of Article 11.

Article 8 Services Modification and Termination

1. The Company shall be entitled to modify or terminate the Services at its own discretion.
2. The Company shall not be liable for any damages incurred by the User arising out of, or in connection with, any actions taken by the Company pursuant to this Article 12.

Article 9 Disclaimer and Waiver of Warranties

1. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES (including, but not limited to, any representation or warranty (i) of fitness or suitability for a particular purpose contemplated by the User, (ii) that the Services have expected functions, commercial value, accuracy, or usefulness, (iii) that the use by the User of the Services complies with the laws and regulations applicable to the User or any internal rules established by industrial organizations, and (iv) that the Services will be free of interruption or defects).
2. Under no circumstances shall the Company be liable for any damages incurred by the User arising out of discontinuance, suspension, termination, unavailability, or modification by the Company of the Services, cancellation or loss of messages or information transmitted by the User to the Services, deletion of the registration of the User, loss of registered data or failure of or damage to equipment through the use of the Services, or otherwise in connection with the Services ("Damages").
3. The Company shall not in any way be liable for transactions, communications or disputes arising between the User and other Users or a third party in connection with the Services or the Website.
4. No warranty is made regarding the accuracy, completeness, etc. of any information (including the information transmitted by the User). The Company shall not in any way be liable for any damages of the User or a third party arising out of the information.
5. The Services may include services or contents provided by a third party collaborating with the Company. The third party shall be liable and the Company shall not in any way be liable for such services or contents. Terms and conditions or any other conditions prescribed by the third party may apply to such services or contents.
6. The Company shall not be liable for any amount exceeding the consideration paid by the

User to the Company for the immediately preceding twelve (12) months in relation to Damages incurred by the User that are attributable to the Company related to the performance of the Services. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, OR FUTURE DAMAGES AND LOST PROFITS.

Article 10 Confidentiality

The User shall keep confidential any and all non-public information disclosed by the Company to the User for which the Company has imposed on the User a confidentiality obligation in connection with the Services, unless the User has obtained prior written approval from the Company.

Article 11 Treatment of User Information

1. Treatment by the Company of the User's information shall be subject to the provisions of our Privacy Policy, which are separately prescribed, and the User hereby agrees to the treatment by the Company of the User's information subject to such Privacy Policy.
2. The Company may, at its sole discretion, use or make public any information or data provided by the User to the Company as statistical information in a form in which the individual cannot be identified, and the User may not challenge or dispute such use.

Article 12 Amendments

The Company reserves the right to amend or change these Terms and Conditions at any time without any advance notice to the User. In the event of any amendment or change to these Terms and Conditions, the Company shall notify (including posting on Website) the User thereof, and the amendment or change becomes effective as of the notice. If the User uses the Services, or fails to take steps to cancel its registration within the time specified by the Company after the notice set forth above, the User shall be deemed to have agreed to such amendment or change to these Terms and Conditions.

Article 13 Communication and Notice

Any inquiries with respect to the Services or other communications or notices from the User to the Company, or the notices concerning any amendment to these Terms and Conditions or other communications or notices from the Company to the User shall be made in accordance with the procedures specified by the Company.

Article 14 Assignment

1. The User shall not assign, transfer, grant security interests in or otherwise dispose of its status under the Service Agreement or its rights or obligations under these Terms and Conditions without the prior written consent of the Company.
2. In cases where the Company has assigned the business regarding the Services to a third party, the Company may, as part of such assignment, assign to such third party its status under the Service Agreement, its rights and obligations under these Terms and Conditions, and the Registration Information and other information relating to the User, and the User hereby agrees to such assignment in advance. For the purposes of this Article 14.2, the

business assignment referred to above shall include, in addition to the usual form of business assignment, a split of the Company or any other form of restructuring of the Company that would result in a business transfer.

Article 15 Severability

If any provision of these Terms and Conditions or part thereof is held to be invalid or unenforceable under the Consumer Contract Act of Japan or other laws or regulations, the remaining provisions hereof shall remain in full force and effect.

Article 16 Governing Law and Jurisdiction

1. These Terms and Conditions shall be governed by the laws of Japan. If there are sales of goods in the Services, the United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply.
2. Any and all disputes arising out of or in connection with these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Shizuoka District Court or Hamamatsu Summary Court in the first instance. These Terms and Conditions shall be executed in the Japanese language. Japanese shall be the governing language and any translation of these Terms and Conditions into any other language is for convenience of reference only and shall not bind the parties hereto.

Prescribed on 06/03/2020