

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 Registered Users (as defined below). These Terms and Conditions shall apply to all aspects of the relationship between the Registered 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 Registered 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 "Posted Data" means any content, including, but not limited to text, images, animation and other data, that is posted or otherwise transmitted by the Registered User hereunder.
- (4) The "Company" means SPLYZA Inc.
- (5) 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).
- (6) The "Registered User" means any person or entity (including its members) that has been registered as a user of the Services pursuant to Article 3(Registration).
- (7) The "Services" means any and all services provided by the Company under the name SPLYZA Motion (or if such name or the content of such services has been modified for any reasons, such modified services).

Article 3 Registration

1. A person wishing to use the Services (a "Candidate") shall apply to the Company for registration by agreeing to comply herewith and providing certain information as specified by the Company (the "Registration Information") in accordance with such manner as may be prescribed by the Company.
2. The Company reserves the right to refuse registration of any Candidate who made an application pursuant to the first paragraph of this Article 1 (an "Applicant") without any obligation to disclose the reasons, in the event that:
 - (1) any or all of the Registration Information provided by the Applicant to the Company is found to be false, inaccurate or omitted;
 - (2) the Applicant is a minor, adult ward, or person under curatorship or assistance, for which approval has not been obtained from such Applicant's legal representative, guardian, curator or assistant;

- (3) the Applicant was determined by the Company to (i) constitute an organized crime group or a member thereof, rightist organization, anti-social force, or other similar person or entity (collectively, "Antisocial Force"), (ii) have any interaction or involvement with an Antisocial Force, or (iii) assist or be involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means;
- (4) the Applicant was determined to have been in violation of any agreements with the Company, or to have involvement with a defaulting party of any such agreements;
- (5) the Applicant has suffered any of the measures under Article 10; or
- (6) the Company deems the registration inappropriate.

Article 4 Change to Registration Information

The Registered User shall notify the Company of any change to the Registration Information without delay in accordance with such manner as may be prescribed by the Company.

Article 5 Password and User ID Management

1. The Registered User shall be responsible for keeping and maintaining its password and user ID for the Services in an appropriate manner, and shall not cause a third party to use, or provide or transfer to a third party, or change the name of or otherwise dispose of, the same.
2. The Registered User shall be, and the Company shall in no event be, liable for damages arising out of inappropriate management, misuse, or use by a third party of the Registered User's password or user ID.

Article 6 Fees and Payment Method

1. In consideration of the paid Services hereunder, the Registered 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.
2. If the paid Registered User fails to pay the above fees when due and payable, it shall be obligated to pay a default penalty at the rate of 14.6% per annum.

Article 7 Prohibited Actions

When using the Services hereunder, the Registered 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 Registered 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 Registered Users or other third parties;
5. acts to transmit to other Registered 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 8 Suspension of the Services

1. The Company shall be entitled to, without any advance notice to the Registered 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 Registered User arising out of any measures taken by the Company pursuant to this Article 8.

Article 9 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 Registered User a license of the IP Rights owned by the Company or the Company's licensor.
2. The Registered User hereby represents and warrants to the Company that it has lawful rights

to post or otherwise transmit the Posted Data, and that the Posted Data so posted does not infringe any third party's rights. In the event that the Registered User breaches any representation or warranty and any dispute between the Company and a third party occurs, the Registered User shall resolve such dispute at its own responsibility and expenses and will not cause trouble to the Company.

3. The Registered User hereby grants to the Company a worldwide, non-exclusive, royalty-free, and sublicensable and transferrable license to use, reproduce, distribute, make, express and create derivative works of the Posted Data. In addition, the Registered User hereby grants to the other Registered Users a non-exclusive license to use, reproduce, distribute, make, express and create derivative works of the Posted Data posted or otherwise transmitted by the Registered User using the Services.
4. The Registered User hereby agrees not to exercise moral rights against the Company or any other person who succeeded to the same from the Company or a licensee thereof.

Article 10 Registration Cancellation

1. The Company may, without prior notice or demand, delete the Posted Data, or temporarily suspend the use by the Registered User of the Services or cancel the Registered User's registration as such, in the event of any of the following:
 - (1) the Registered User failed to comply with any of provisions hereof;
 - (2) any of the Registration Information is found to be false;
 - (3) the Registered User underwent payment suspension or became insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar procedure was filed against the Registered User;
 - (4) the Registered User has not responded to inquiries from the Company or other communications requiring its response for thirty (30) days or more;
 - (5) the Registered User falls under any of the subparagraphs of Article 3.2; or
 - (6) in addition to the foregoing, if the Company determined that it is not appropriate for the Registered User to use the Services, maintain its registration as a Registered User, or have the Service Agreement remain in effect.
2. If one or more of events specified above occurred, all amounts owed to the Company by the Registered User shall be automatically accelerated, and the Registered User shall immediately pay to the Company such amounts in full.
3. The Company shall not be liable for any damages incurred by the Registered User arising out of, or in connection with, any actions taken by the Company pursuant to this Article 10.

Article 11 Withdrawal

1. The Registered User may withdraw from the Services and cancel its registration as a Registered User 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 Registered User, if any, shall be automatically accelerated, and the Registered User shall immediately pay to the Company such amounts in full.
3. Treatment of Registered User information after the withdrawal shall be subject to the provisions of Article 15.

Article 12 Services Modification and Termination

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

Article 13 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 Registered User, (ii) that the Services have expected functions, commercial value, accuracy, or usefulness, (iii) that the use by the Registered User of the Services complies with the laws and regulations applicable to the Registered 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 Registered 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 Registered User to the Services, deletion of the registration of the Registered 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 Registered User and other Registered 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 Registered User). The Company shall not in any way be liable for any damages of the Registered 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 Registered User to the Company for the immediately preceding twelve (12) months in relation to Damages incurred by the Registered 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 14 Confidentiality

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

Article 15 Treatment of User Information

1. Treatment by the Company of the Registered User's information shall be subject to the provisions of our Privacy Policy (URL: <https://products.splyza.com/motion/>), which are separately prescribed, and the Registered User hereby agrees to the treatment by the Company of the Registered 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 Registered User to the Company as statistical information in a form in which the individual cannot be identified, and the Registered User may not challenge or dispute such use.

Article 16 Amendments

The Company reserves the right to amend or change these Terms and Conditions at any time without any advance notice to the Registered User. In the event of any amendment or change to these Terms and Conditions, the Company shall notify (including posting on Website) the Registered User thereof, and the amendment or change becomes effective as of the notice. If the Registered 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 Registered User shall be deemed to have agreed to such amendment or change to these Terms and Conditions.

Article 17 Communication and Notice

Any inquiries with respect to the Services or other communications or notices from the Registered 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 Registered User shall be made in accordance with the procedures specified by the Company.

Article 18 Assignment

1. The Registered 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 Registered User, and the Registered User hereby agrees to such assignment in advance. For the purposes of this Article 18.2, 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 19 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 20 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 08/01/2021