

# Terms of Use

These Terms of Use (hereinafter, these “Terms”) set forth the conditions for the use of the services (hereinafter, the “Service”) provided on this website by CyberGene Inc. (hereinafter, the “Company”).

A registered user of the Service (hereinafter, “User”) shall use the Service in accordance with these Terms.

## **Article 1 (Scope of Application)**

1. These Terms shall apply to all relationships between the User and the Company in connection with the User’s use of the Service.
2. In addition to these Terms, the Company may establish various rules and provisions relating to the use of the Service (hereinafter, “Individual Terms”). Regardless of their title, such Individual Terms shall constitute a part of these Terms.
3. In the event of any inconsistency between the provisions of these Terms and those of any Individual Terms, the provisions of the Individual Terms shall prevail, unless otherwise specifically provided in such Individual Terms.

## **Article 2 (User Registration)**

1. In the Service, user registration shall be completed when a person who wishes to register (hereinafter, a “Prospective User”) applies for registration in the manner prescribed by the Company upon agreeing to these Terms, and the Company approves such application.
2. If the Company determines that any of the following grounds applies to a Prospective User, the Company may decline the registration application and shall have no obligation to disclose the reasons therefor:
  - ① where false or inaccurate information has been submitted in connection with the registration application;
  - ② where the application is made by a person who has previously violated these Terms;
  - ③ where the Prospective User is deemed to be an antisocial force, or to have any relationship with antisocial forces, as reasonably determined by the Company; or
  - ④ where the Company otherwise reasonably determines that registration is inappropriate.
3. If there is any change in the information registered by a User, the User shall

promptly update the registered information by submitting a change notification in the manner separately prescribed by the Company.

### **Article 3 (Management of User ID and Password)**

1. The User shall not, under any circumstances, transfer or lend his/her User ID and password to any third party, or share them with any third party. If a combination of User ID and password matches the registered information and a login is made, the Company shall deem such use to be by the User who has registered such User ID.
2. The Company shall not be liable for any damages arising from use of a User ID and password by a third party, except where such damages are caused by the Company's willful misconduct or gross negligence.

### **Article 4 (Preparation of Usage Environment)**

1. Users shall, at their own cost and responsibility, prepare computers, software, communication devices, internet connection contracts and the like to use the Service.
2. The Company shall bear no responsibility whatsoever with respect to the preparation or maintenance of the environment described in the preceding paragraph.

### **Article 5 (Prohibited Acts)**

1. In using the Service, the User shall not engage in any of the following acts:
  - ① acts that violate laws and regulations or public order and morals;
  - ② criminal acts or acts related to criminal acts;
  - ③ acts that infringe intellectual property rights such as copyrights or trademarks, or any other rights relating to the Service or any other content included therein;
  - ④ acts that destroy or interfere with the functions of the servers or networks of the Company, other Users, or any other third party;
  - ⑤ acts of using information obtained through the Service for commercial purposes;
  - ⑥ acts that interfere with, or are likely to interfere with, the operation of the Company's Service;
  - ⑦ acts of unauthorized access or attempts thereat;
  - ⑧ acts of collecting or accumulating personal information or the like relating to other Users;

- ⑨ acts of using the Service for improper or unlawful purposes;
- ⑩ acts that cause disadvantage, damage, or discomfort to other Users or other third parties;
- ⑪ acts of impersonating other Users or any other third party;
- ⑫ advertising, solicitation, or business activities conducted on or through the Service without the Company's prior approval;
- ⑬ acts with the purpose of meeting or associating with strangers who are members of the opposite sex;
- ⑭ acts of directly or indirectly providing benefits to antisocial forces in connection with the Company's Service; or
- ⑮ any other acts that the Company reasonably deems inappropriate.

2. If the User violates any of the items of the preceding paragraph, the Company may restrict or suspend the User's use of the Service. If the User's violation results in damage to the Company, the Company may claim compensation for such damage from the User.

#### **Article 6 (Disclaimer of Warranties and Limitation of Liability)**

1. The Company makes no express or implied warranties that the Service is free from de facto or legal defects (including, without limitation, defects relating to safety, reliability, accuracy, completeness, effectiveness, fitness for a particular purpose, security, etc., or errors/bugs, or infringement of rights).
2. The Company shall not be liable for any damages incurred by any User arising out of or in connection with the Service, except where such damages are caused by the Company's willful misconduct or gross negligence.
3. Even if the Company is liable for damages to the User due to default or tort by the Company, the Company shall not be liable, except in cases of willful misconduct or gross negligence, for any damages arising from special circumstances (including cases where the Company or the User foresaw or could have foreseen the occurrence of such damages), or for any consequential or indirect damages.
4. The Company shall not be involved in, and shall not be liable for, any transactions, communications, disputes, or the like that arise between Users or between the User and any third party in connection with the Service.

#### **Article 7 (Suspension or Interruption of the Service)**

1. If the Company determines that any of the following events has occurred, the Company may suspend or interrupt the provision of all or part of the Service without prior notice to the User:
  - ① when conducting maintenance, inspection, or updating of computer systems or websites relating to the Service;
  - ② when it becomes difficult to provide the Service due to force majeure events such as earthquakes, lightning, fire, power outages, or natural disasters;
  - ③ when computers or communication lines, etc. are stopped due to accidents; or
  - ④ when the Company otherwise reasonably determines that it is difficult to provide the Service.
2. The Company shall not be liable, except in cases of willful misconduct or gross negligence by the Company, for any disadvantage or damage suffered by the User or third parties due to any suspension or interruption of the provision of the Service based on the events stipulated in the preceding paragraph.

#### **Article 8 (Modification, Addition, or Discontinuation of the Service)**

The Company may modify, add to, or discontinue all or part of the Service by providing notice or making an announcement to Users by posting on the Company's website or by any other method that the Company deems appropriate.

#### **Article 9 (Amendment of These Terms)**

1. The Company may amend these Terms without obtaining the individual consent of Users in any of the following cases:
  - ① where the amendment of these Terms is in the general interest of Users; or
  - ② where the amendment of these Terms does not conflict with the purpose of these Terms, and is reasonable in light of the necessity for the amendment, the appropriateness of the content after amendment, the content of the amendment and any other circumstances relating to the amendment.
2. When amending these Terms pursuant to the preceding paragraph, the Company shall, in advance, announce or notify, by posting on the Company's website or by any other method that the Company deems appropriate, that these Terms will be amended, together with the content

of the amended Terms and the effective date thereof.

### **Article 10 (Handling of Personal Information)**

The Company shall appropriately handle personal information obtained through use of the Service in accordance with the Company's Privacy Policy.

### **Article 11 (Notices and Communications)**

Notices or communications between Users and the Company shall be made in the manner prescribed by the Company. Unless the User has submitted a change notification in the manner separately prescribed by the Company, the Company shall deem the contact information currently registered by the User to be valid and shall provide notices or communications to such contact information. Such notices or communications shall be deemed to have reached the User at the time of transmission.

### **Article 12 (Prohibition of Assignment of Rights and Obligations)**

The User shall not, without the prior written consent of the Company, assign, transfer, or provide as security to any third party any of their rights or obligations arising under these Terms.

### **Article 13 (Governing Law and Jurisdiction)**

1. The interpretation of these Terms shall be governed by the laws of Japan.
2. Any disputes arising out of or in connection with the Service shall be submitted to the exclusive jurisdiction of the court having jurisdiction over the location of the Company's head office as the court of first instance.