

Terms of Use

The Terms of Use (the “**Terms**”) set forth the terms and conditions for providing the Service “SkaenX Cloud” (the “**Service**”) owned and operated by SkaenX (the “**Company**”), and the rights and obligations between the Company and the User (as defined under Article 2). The User must agree to the Terms by reading the entire terms and conditions herein before using the Service.

Article 1. Application

- 1.1 The Terms apply to all relationships among the User, the Applicant and the Company relating to the use of the Service.
- 1.2 Individual terms posted or updated by the Company on its website (the “**Individual Terms**”) shall also constitute an integral part of the Terms.
- 1.3 If there is any discrepancy or conflict between the Terms and the Individual Terms, or any other description relating to the Service not specified herein, the Individual Terms shall prevail.

Article 2. Definition

The following terms have the specified meanings as stated below:

- (1) “**Service Agreement**” means the agreement relating to the use of the Service to be executed hereunder between the Company and the User.
- (2) “**IPRs**” means patents, copyrights, utility model rights, design rights, trademark or trade dress, or any other intellectual property rights (including the rights to obtain or apply for registration of such rights).
- (3) “**User**” means any person or company that has been registered as a user of the Service pursuant to Article 3.
- (4) “**Applicant**” means any person or company that applies for the registration of the

Service through the process under Article 3.1.

- (5) **“Website”** means the website operated by the Company, that has the domain name <skaen-x.com> (or other modified versions thereof).
- (6) **“Registration Information”** means the information provided by the Applicant or the User under Article 3.1.
- (7) **“Confidential Information”** means information disclosed by the Company to the User, in connection with the Service, including but not limited to, trade secrets, physical samples, financial business, sales or technical information, all data, and such other information.
- (8) **“Publicized Data”** means any content, including but not limited to, text, images, drawings, geographical information, multi-dimensional data, and any other data, that is posted or otherwise transmitted by the User through the Service.

Article 3. Registration

- 3.1 A person or company may apply to the Company for registration of the Service by agreeing to the Terms and providing the Registration Information as specified by the Company in the manner set forth by the Company
- 3.2 The registration of the Service shall be completed when the Company approves the Applicant’s registration based on its criteria, and inform the Applicant thereof.
- 3.3 Upon the completion of the preceding registration, the Service Agreement shall become effective, and allows the User to use the Service subject to the terms and conditions hereof.
- 3.4 If the Applicant falls or is likely to fall under any of the following, the Company may refuse, cancel or suspend the registration of the Applicant. The Company has no obligation to disclose the reasons or determination process thereof:
 - (1) All or part of the Registration Information provided by the Applicant to the Company is found to be false, inaccurate, or omitted;
 - (2) If the Applicant applies for the registration of the Service providing the information of others;

- (3) If the Applicant is determined by the Company to (i) constitute an organized crime group or a member thereof, anti-social force or other similar person or organization (“**Anti-Social Force**”), or (ii) have any interaction or involvement with an Anti-Social Force in any manner, such as, by assisting, or being involved in the maintenance, operation, or management of an Anti-Social Force by way of finance or any other means;
- (4) If the Applicant is determined by the Company to be a party having violated any agreement with the Company, or to have been involved with such party;
- (5) If the Applicant is determined to be a competitor for the Service or to the Company;
- (6) If the Applicant is a person or company whose application for the registration of the Service was once refused, canceled or suspended, or the Applicant has suffered any of the measures under Article 14; or
- (7) If the Company otherwise determines that registration of the Applicant is not appropriate.

Article 4. Change to Registration Information

The User shall promptly notify the Company of any change to the Registration Information by email, the specific way within the “My Profile” page, or other ways specified by the Company.

Article 5. Management of Password and Account Information

- 5.1 The User shall appropriately keep and maintain its account, password, email address, and other important personal information, and shall not cause a third party to use, or provide, transfer, change the name, sell or otherwise dispose them.
- 5.2 The User shall be liable for any damages arising from inappropriate management, misuse, or a third-party’s use, of the User’s account, password or otherwise, unless the Company has intentional or gross negligence therefor.

Article 6. Opt-Out

The User may deliver an opt-out notice in writing, to the Company by email or other way specified by the Company, requesting that such User will not be contacted by email or otherwise by the Company, unless the contact by the Company is necessary to operate the Service.

Article 7. Fees and Payment

7.1 The User shall pay to the Company the fees as set forth separately by the Company based on the plan or condition the User selects, by the way of credit card, or other means as designated by the Company.

7.2 The preceding fees or contents of the Service may change according to the change, improvement, or extension of the Service, and the User shall consent in advance to the possibility of such change.

Article 8. Term

The term of the Service Agreement shall be one (1) month from the execution thereof, which will be automatically renewed for the same period, unless otherwise objected by the User before the expiration thereof.

Article 9. User's Obligation

The User shall supervise the performance of its third party whom the User allows to use the Service provided in connection with the Service Agreement. The User shall provide all the measures to implement supervisory procedures to perform its duty of supervision, and be liable for any damages arising out from inappropriate management, misuse, use, or any of the Prohibited Actions (as defined in Article 10) by the third party.

Article 10. Prohibited Actions

When using the Service, the User shall not conduct any action that falls under, or is determined by the Company to fall under, the following items (the “**Prohibited Actions**”):

- (1) acts that violate the Terms or the Service Agreement;
- (2) acts that violate any laws or regulations or that are associated with criminal activity;
- (3) acts that defraud or threaten the Company, other Users, or other third parties;
- (4) acts against public order and good morals;
- (5) acts that infringe any IPRs, portrait rights, privacy rights, reputation or other rights or interests of the Company, other Users, or other third parties;
- (6) acts that place an excessive burden on the network or system of the Service;
- (7) acts that are likely to interrupt the operation of the Service;
- (8) acts to access the network or system of the Service or the Company improperly;
- (9) acts to reverse-engineer or otherwise analyze the software or other systems provided by the Company;
- (10) acts that, directly or indirectly, cause or facilitate the acts listed in the items (1) through (9) above;
- (11) attempts to conduct any of the acts listed in the items (1) through (10) above; or
- (12) any other acts that the Company deems to be inappropriate.

Article 11. Suspension of Service

11.1 The Company shall be entitled to, without any advance notice to the User, suspend or discontinue all or part of the Service, in case where:

- (1) inspection or maintenance of the computer system for the Service is required due to urgent circumstances;
- (2) the Company becomes unable to provide the Service due to error in computers, communication lines, servers or other facilities;
- (3) the Company becomes unable to provide the Service due to force majeure,

including but not limited to, earthquake, lightning, fire, storm, emergency declaration or other orders by the government or local authorities, and other natural disasters; or

(4) the Company determines that suspension or discontinuance is required for other reasons.

11.2 In case where the Service is suspended or discontinued in accordance with the preceding paragraph, the fee payment obligation under Article 7 shall not be affected.

Article 12. Confidentiality

12.1 The User shall not (1) use the Confidential Information for any reason, other than as required for the purpose of the Terms and the Service Agreement, or (2) disclose the Confidential Information to any individual or third party.

12.2 The obligation of the preceding paragraph shall not apply to information that:

(1) is already known to the User at the time of disclosure without obligation of confidentiality to the Company;

(2) is or becomes publicly known through no wrongful act or omission of the User;

(3) is rightfully received by the User from a third party without obligation of confidentiality;

(4) is approved for release by written authorization of the Company; or

(5) is required to be disclosed by any request, order or requirement of a court, administrative agency or any other governmental agencies.

12.3 The Confidential Information, and all copies thereof, remain the property of the Company. Upon termination, expiration of the Service Agreement, or the written request of the Company, the User shall promptly return to the Company all documents, presentations, and other tangible items of the Confidential Information furnished by the Company. The User shall also use all reasonable efforts to delete all electronic copies of the Confidential Information under the User's control.

Article 13. Ownership

- 13.1 All Confidential Information and derivations thereof, and any IPRs related to the Website and the Service, shall remain the sole and exclusive property of the Company and no license or other right to such Confidential Information and IPRs is granted or implied hereby.
- 13.2 The confidentiality under Article 12 shall not apply to the information in the Publicized Data.
- 13.3 The User hereby grants to the Company, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, create derivative works of, display and execute the Publicized Data.
- 13.4 The User hereby represents and warrants to the Company that it has lawful rights to post or otherwise transmit the Publicized Data, and that the Publicized Data does not infringe any third party's rights.
- 13.5 The Company may share certain de-identified anonymous data which does not identify an individual, vehicle, or entity. Such data shall be deemed as Confidential Information of the Company. The User agrees that it shall not, and shall not attempt to, identify the individual, vehicle, or entity with which such data is associated (e.g. by re-identifying the data), if and to the extent that the Company identifies it as de-identified or anonymous data.
- 13.6 The User hereby agrees not to exercise moral rights or otherwise similar rights against the Company or any other person to which the Company has transferred or granted the relevant rights.

Article 14. Registration Cancellation

- 14.1 The Company may, without prior notice, (1) delete, edit or restore the Publicized Data, (2) suspend the use of the Service by the User, or (3) cancel the User's registration, if any of the following events arises in connection with the User:

- (1) The User fails to comply with any of the terms or conditions hereof;
- (2) Any of the Registration Information is found to be false;
- (3) The User has not responded to inquiries from the Company for thirty (30) days or more;
- (4) The User falls under any of the terms of Article 3.4; or
- (5) It is determined to be inappropriate by the Company that the User continues to use the Service or to be registered as a User.

14.2 If any of the events set forth in terms of the preceding paragraph, all amount to the Company by the User shall automatically become due and payable, and the User shall immediately pay to the Company such amounts in full.

Article 15. Withdrawal

- 15.1 The User may withdraw from the Service and cancel its registration as the User by completing the procedure as specified by the Company.
- 15.2 Upon withdrawal from the Service, any and all debt of the User to the Company (if any), shall automatically become due and payable, and the User shall immediately pay to the Company such amounts in full.
- 15.3 Treatment of the information of the User after the withdrawal from the Service shall be subject to the terms of Article 18.

Article 16. Modification and Termination

The Company shall be entitled to, at any time, modify or terminate the Service in its sole discretion. The Company shall notify in advance the User of such termination of the Service.

Article 17. Disclaimer and Waiver of Warranties

- 17.1 **THE COMPANY DOES NOT MAKE ANY WARRANTIES, EXPRESS OR**

IMPLIED:

- (1) that the Service fits or is suitable for a particular purpose contemplated by the User,
- (2) that the Service has expected functions, commercial value, accuracy or usefulness;
- (3) that the use by the User of the Service complies with the laws and regulations or internal rules of industrial organizations that are applicable to the User; or
- (4) that the Service will be free of interruption, defects, bugs, or any other flaws or troubles in connection with the performance of the Service.

17.2 The Company shall not be liable for the damages incurred by the User in relation to the Service in excess of the amount of the consideration paid by the User to the Company for the preceding one (1) month, unless the Company has intentional or gross negligence therefor. For the avoidance of doubt, under no circumstances shall the Company be liable for incidental, indirect, special or future damages, or lost profits.

17.3 Any transactions, communications and disputes arising between the User and other User or a third party in connection with the Service or the Website shall be addressed and resolved by the User at its responsibility and expense.

17.4 The Company shall not be liable for any damages, or lost profits, by executing or performing the measures or countermeasures as specified under the Terms to operate the Service or deal with the User or the Applicant, unless the Company has intentional or gross negligence therefor.

Article 18. Treatment of User Information

18.1 The Company shall appropriately keep or maintain names, addresses, or other personal information, provided or obtained from the User in connection with the Service, pursuant to the privacy policy or other rules specified by the Company. Unless the related laws or rules prohibit, the User consents in advance to the use of its personal information subject to the preceding policy or rule.

18.2 The Company may, in its sole discretion, use or make public any information or data provided by the User to the Company as statistical information in a form that cannot identify an individual, and the User may not raise any objection to such use or publication.

Article 19. Damages

19.1 The User shall be liable for any damages to the Company, other Users or third parties, in connection with the Service or the Terms, and pay immediately any compensation or expenses to the Company or such User or parties.

19.2 In case where the Company shall be liable for damages incurred by the User, the Company shall be liable only for the direct and general damage, and shall not be liable for any incidental, indirect, special or future damages, or lost profits, unless the Company has intentional or gross negligence therefor.

Article 20. Amendment

The Company reserves the right to amend or change the Terms when the Company finds it necessary. In the event of any amendment or change to the Terms, the Company shall inform the effective time and content of the Terms to be amended or changed by posting on the Website or other appropriate way, or notify the User thereof. Notwithstanding the foregoing, the Company shall obtain the User's consent in a manner specified by the Company for the amendment or change of the Terms that requires such consent under the applicable laws.

Article 21. Survival

All provisions under Article 10 to 14, Article 17 to 19, Article 23 to 26 shall survive the termination or cancellation of the Service Agreement.

Article 22. Notice

Any communications or notices from the User to the Company, with respect to the Service, shall be made in accordance with the procedures specified by the Company.

Article 23. Assignment

23.1 The User shall not assign, transfer, grant security interests on, or otherwise dispose of the Service Agreement, or its rights or obligations hereunder without the prior written consent of the Company.

23.2 In case where the Company transfers the business regarding the Service to a third party, the Company may, as part of such transfer, assign to the third party, the Service Agreement, the rights and obligations of the Company hereunder, and the Registration Information and other information relating to the User, and the User hereby agrees to such transfer in advance. The business transfer referred to above shall include, in addition to the usual form of business transfer, a company split or any other form that would result in a business transfer.

Article 24. Severability

If any provision of the Terms is held to be invalid or unenforceable under Consumer Contract Law of Japan or other related laws or regulations, the remaining portion of the provision held invalid or unenforceable in part shall remain in full force and effect.

Article 25. Language

The Terms shall be executed in Japanese language. Japanese shall be the governing language and any translation of the Terms into any other language is for convenience of reference only and shall not bind the parties hereto.

Article 26. Governing Law and Jurisdiction

- 26.1 The Terms shall be governed by the laws of Japan, without regard to conflict of laws rules.
- 26.2 Any and all disputes arising from or in connection with the Terms or the Service Agreement shall be submitted to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance.

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