

# TRUSTLOGIN SERVICE AGREEMENT

(Terms and Conditions for the Use of TrustLogin Service)

GMO GlobalSign K.K.

This TrustLogin Service Agreement (hereinafter referred to as the “Agreement”) specifies the terms and conditions when you use “TrustLogin service” (hereinafter referred to as “Service”) provided by GMO GlobalSign K.K. (hereinafter referred to as “GlobalSign” or the “Company”). This “Agreement” is legal agreement entered into by and between the Users and the Company and forms the basis for the Service. If you do not agree to this Agreement, you may not use the Service, so please read this Agreement carefully before starting to use the service.

## Article 1 (Commencement of Agreement)

### 1. Procedure for application

- (1) When you (hereinafter referred to as the “User” or “Users”) apply for the Service, the Users shall fill in the application form with all of the necessary matters and submit it to the Company.
- (2) When applying for the Service, please confirm all of the contents of this Agreement. The Users shall be deemed to have agreed to this Agreement at the time of the completion of the Service application.
- (3) Should the Users do not agree to this Agreement and there have been any fees already incurred at that time which they desire to be refunded, please undertake the cancellation procedures within seven (7) days from the day on which the Service was made available. In this case, the Company shall process the refund in accordance with the Company’s regulations.

### 2. Commencement of Agreement

- (1) This Agreement shall come into effect between the Company and the Users upon acceptance of the Users’ application by the Company. After this acceptance, Users agree to be bound by the terms of it, and the Company shall provide the Service to Users based on the terms of it.
- (2) In the event that anything concerning the Users come under any of the following items, the Company may not accept the application for the Service:
  - (a) in the case where the Company has determined that the Users are likely to use the Service in violation of this Agreement;
  - (b) in the case where any actual delay has been occurring or has occurred in the past with regard to the discharge of the obligations borne by the Users to the Company;
  - (c) in the case where the Users have made any false statement against the Company when applying for the Service;
  - (d) in the case where the Users come under Anti-Social Forces stipulated in Article 21, Clause 1;
  - (e) in the case where the identity of the Users cannot be verified; or
  - (f) any other cases where, for any reason, the Company has determined it inappropriate to accept the Users’ application.

## Article 2 (Revisions)

1. The Company may update and change the contents of this Agreement from time to time without prior notice. In this case, the terms and conditions of use of the Service shall be in accordance with this Agreement after the change.
2. The changes to this Agreement will be disclosed to the Users online or any other methods stipulated separately by the Company. This Agreement after the change shall become effective upon disclosure by the Company.

### Article 3 (Contents of the Service)

1. The Service is a cloud-based ID management service in which ID management and access control for services are made available on the cloud server. The details of the Service shall be provided via the Company's website (<https://sku.id/>).
2. In addition to the services in the preceding clause, the Company may provide optional services stipulated separately, when a User specifically applies for them. The Users who use the optional services are required to comply with the rules relating to said optional services in addition to this Agreement.
3. The Company may change the contents of the Service by adding, enhancing, removing, etc. of the functions.

### Article 4 (Term of Use and Renewal)

1. Term of use  
The term of the use of this Service shall mean the contract period of each applicable service under the Service, which shall be provided via the Company's website (<https://sku.id/>) or notified by other methods. The commencement date of this term of use shall be the date of conclusion of the agreement in Article 1, Clause 2.
2. Renewal
  - (1) The initial term of use of the Service shall be from the date of commencement of use to the last day of the month in which such commencement date comes.
  - (2) The second contract period shall commence from the first day of the month following the month in which the initial term of use terminated, and the terms shall be renewed with the same contents for the next contract period (one month, one year, or any other period) of each service, unless a notice of refusing to renew is submitted by the Users by the last day of term of use. The third contract period and thereafter shall repeat the same.

### Article 5 (Support)

Support relating to the Service shall be provided in accordance with the Support Policy (to be provided via the Company's website, etc.) with regard to the details of the support such as the specifications, time, means, etc., separately stipulated by the Company.

### Article 6 (Responsibility for Managing User ID, Etc.)

1. The Company issues to the Users, a user ID and a password (hereinafter referred to as the "ID, etc.") that are necessary for accessing the Service.
2. The Users shall appropriately manage the ID, etc. with due care of a prudent manager, and have the obligation to retain it under strict management to prevent it from divulgence. The Users shall not allow any third party to use the ID, etc. or lend, transfer, sell or purchase, provide as collateral, disclose, or conduct similar act with regard to the said ID, etc.
3. The operation by those who are appointed as administrator among the Users, such as to set up or configure other users within the scope of Users will not come under the preceding clause.
4. There may be cases where re-issuance of the ID, etc. is impossible when the Users lost their ID, etc.; therefore, it is an absolute prerequisite for use of the Service that the Users manage their ID, etc. on their own responsibility.
5. The Company shall treat a person who intends to access the Service as duly authorized when the Company requires such a person to enter their ID, etc. for the verification of the authority of the said person, and the said person enters character strings that are identical to the correct ID, etc. The Users shall be responsible for any damage arising out of information leaks, errors in use, inadequate storage, use by a third party, unauthorized use of IDs, etc. or unauthorized access due to their improper

management of the ID and/or password, and the Company shall not be held liable for any such damage. The Users are required to notify the Company of any unauthorized use or security breach when they become aware of such incident.

6. The Users shall be responsible for taking preventive measures as needed to protect themselves and their computer systems from harmful or destructive content such as computer viruses, worms, and Trojan codes. The Company shall not be held liable for any damage incurred by such content through the actions of Users.

#### Article 7 (User Administrator among the Users)

1. Those who are appointed as user administrator among the Users shall set up and change accounts for other users within the organization on their own responsibility.
2. User administrators shall make the provisions relating to use in this Agreement widely known and ensure proper use by other users.

#### Article 8 (Prohibited Acts)

1. The Users shall not engage in or have a third party engage in any of the following acts by using the Service:
  - (1) any act in violation with this Agreement;
  - (2) any criminal act or any act that may lead to a criminal act;
  - (3) any act that infringes or may infringe upon an intellectual property right of the Company or a third party by, for example, modifying, translating, altering, or analyzing a program associated with the Service;
  - (4) any act that violates or may violate privacy of a third party;
  - (5) any act that causes excessive load on a facility of the Company to the unreasonable extent;
  - (6) any act that undermines or may undermine the trustworthiness of the Company and/or the Service;
  - (7) any act that may cause risk to the Company or other Users of the Service by disclosing a vulnerability of the Service;
  - (8) any act in which the Users obtain access to the system by means other than plugins provided by the Company or recommended browsers; or
  - (9) any act in which the Users falsify the functions of a service or security configurations; or
  - (10) any other act that the Company determines as inappropriate.
2. The Company may, when a User have committed any of the prohibited act mentioned in the preceding clause or have had a third party commit it, immediately suspend provision of the Service without prior notice. In addition, the Company may implement measures for recovery of any damage already sustained without the Users' consent.

#### Article 9 (Prohibition of Assignment and Sublease, Etc. by the Users)

1. The Users may not assign, sublease or pledge as collateral their status, rights or obligations under this Agreement to any third party who is outside the scope of the Users.
2. In the case where a User violates the preceding clause and any damage is incurred to other Users, the Company or any other third party, any and all liabilities therefor shall be borne by the said User.

#### Article 10 (Notification of Change)

1. In the case where there is any change to the matters notified to the Company at the time of the application for the Service, the Users are required to promptly notify the details of the change to the Company in the manner specified separately by the Company.
2. The Company shall provide and implement the Service assuming that there is no change until the notification in the preceding clause reaches the Company and the Company confirms the fact of the change.
3. The provisions of the preceding two clauses shall apply to the case where additional change has been occurred to the matters notified to the Company pursuant to this article.
4. The provisions of Clause 1 shall be mandatory requirements when the status of the User under this Agreement is succeeded through inheritance or merger. In this case, the party who has succeeded its contractual status thereof shall notify changes as stipulated in this article. In the case where no notification is made in the aforementioned case, the previously provided Service that was provided until such time shall be terminated or changed pursuant to the Company's regulations.

#### Article 11 (Suspension of Service Due to System Management Work)

1. In the event that there is a reason that comes under any of the following items, the Company may, at its sole discretion, temporarily suspend the provision of the Service, examine the cloud server, change configurations, repair and conduct any other maintenance without prior notice to the Users. The same shall also apply to the cases where the Company entrusts such administrative work to a third party:
  - (1) to conduct maintenance, inspection, etc. of the cloud server;
  - (2) to update software, etc. necessary for the provision of the Service (hereinafter referred to as the "Software, etc.");
  - (3) to repair, modify, etc. defects of the cloud server, Software, etc.; and
  - (4) any other cases where the Company determine it unavoidable due to operational or technical reasons.
2. The Company shall not be held liable for any damage incurred by the Users due to system management work in the preceding clause.

#### Article 12 (Disclaimer)

1. The Company shall not be involved in any way in user administrators' setting up users in relation to the Service. In addition, the Company shall not assume any responsibility whatsoever for such setting up of users.
2. The Company shall not make any warranty for the matters listed in the following items or other matters relating to the Service and does not assume any liability whatsoever:
  - (1) that the Service will not be temporarily halted, suspended or abolished;
  - (2) that the Users' data is completely free from loss and damage in the course of providing or maintaining and managing the Service;
  - (3) that the contents or the functions of the Service are suitable for specified purposes of use; and
  - (4) that use of the Service does not infringe upon any rights of third party.
3. The Company shall not assume any liability whatsoever for damages consequently incurred to the Users due to any temporary halt or suspension of the Service in whole or in part or any other causes relating to the Service prescribed in the preceding clause 2.

#### Article 13 (Compensation by the Company)

1. Unless otherwise stipulated by this Agreement, the Company shall not assume any liability whatsoever for any of the following warranties and damages:
  - (1) damages arising out of contingent circumstances, damage incurred in special circumstances, and

- lost profits;
  - (2) warranty of the effectiveness and suitability of Service for specified purpose(s);
  - (3) being free from damages due to hacking risks or unauthorized access by others;
  - (4) integrity and completeness of the Service contents and the Service being free from any errors;
  - (5) that use of the Service does not induce any damage to persons, property, etc.; and
  - (6) that relating to the Service, there is no bugs and computer viruses in data and the systems.
2. The scope of the liability borne by the Company to the Users shall be limited to an amount equivalent to the total amount of usage fees for 12 months preceding the time of occurrence of any damage, loss or failure, without regard to the causes of occurrence prescribed in the preceding clause 1.
  3. The provisions in preceding Clause 1 and Clause 2 shall be all the liabilities borne by the Company; and the Company shall not assume, whether explicitly or implicitly, any other responsibility for warranty relating to use or non-use or performance or non-performance of the Service.

#### Article 14 (Compensation by the Users)

In regards to any damage incurred to the Company or any other third party due to Users' use of the Service, Users shall compensate for it on their responsibility and at their own expense.

#### Article 15 (Force Majeure)

1. The Company shall not be liable to the Users or any third party arising out of non-performance or delay in performance of the obligations under this Agreement caused by reasons outside the reasonable control of the Company, including, but not limited to, act of God, natural disaster, power failure, fire, riot, epidemic or infectious diseases or obstructions by third parties.
2. The Company implements technical and organizational measures to protect personal information and contents. However, the foregoing is premised upon the Users' implementation of measures against unauthorized access or falsification. Therefore, in the case where such measures by the Users are not being implemented, the Company does not assume responsibility for the measures on its part.

#### Article 16 (Cancellation of Agreement)

1. In the case of cancellation by way of notification by the Users  
The Users may cancel the use of Service at any time by notifying their intent of cancellation to the Company by the last day of the relevant period in accordance with the provisions regarding renewal in Article 4, Clause 2. No information may be restored after the account is canceled.
2. In the case of immediate cancellation due to violation  
The Company may immediately cancel the Service without any notice or demand in the event that there is a reason regarding the Users that comes under any of the following items:
  - (1) in the case where the Users have violated any of their obligations stipulated in this Agreement;
  - (2) in the case where a petition for insolvency or other bankruptcy proceedings is filed against the Users;
  - (3) in the case where the Users have made any false statement against the Company;
  - (4) in the case where the Users disseminate rumors, damage the trustworthiness of the Company using fraudulent means or force or interfere with its operations; or
  - (5) in the case where there is a reason regarding the Users other than those stipulated in the preceding items that materially hinders, or may materially hinder, the operations of the Company.
3. Special provisions relating to cancellation  
The Company shall not lose its right to make claims for damages against the Users even if it has made cancellation as stipulated in the preceding clause.

#### Article 17 (Deletion of Data, Etc.)

1. The Company shall delete data, etc. when the Service is terminated due to expiration of the term of use or cancellation or has been unused for one year. Even if damage has occurred due to deletion of data, etc., the Company does not assume any responsibility to restore the deleted data, etc. or liability for damages against the Users or any third party.
2. The Users shall protect their necessary data, etc. on their own responsibility by copying or duplicating them by the expiration date of the term of use or cancellation date of the Service.

#### Article 18 (Special Provision Relating to Authorization by the Users to the Company)

The Company may generate numerical figures, statistical data, etc. in such a form that no individual User may be identified using their usage history, etc., and the Company may then use such statistical data, etc. without any restrictions. Such use by the Company may include, but not limited to, market surveys.

#### Article 19 (Copyright)

1. Copyrights in software relating to the Service shall belong to the Company, and any third parties' portion inherent thereto shall belong to relevant right holders. In addition, the Company reserves all the rights that are not granted to the Users explicitly by this Agreement.
2. The Users shall strive to promptly report to the Company of the fact when they find a sign that indicates infringement upon copyrights or any other intellectual property rights on the websites that have a link to a web page of the Company's services.

#### Article 20 (Trademark)

1. The service marks, graphics and logos used on the website related to the Service are trademarks of GMO GlobalSign K.K. Any related third parties' portion shall belong to relevant right holders.
2. The Users shall strive to promptly report to the Company of the fact when they find a sign on a website of any third party, that is similar to or indicates infringement upon any of the said trademarks.

#### Article 21 (Exclusion of Anti-Social Forces)

1. The Company and the Users shall represent and warrant that they themselves and their officers and employees are not, and shall not be, an organized crime group, member of an organized crime group, corporation affiliated with an organized crime group or other anti-social forces (hereinafter referred to as "Anti-Social Forces").
2. The Company and the Users shall represent and warrant that they shall not cause any third party to make a demand in violent or threatening manner, or undue demand beyond legal liability or any other act similar thereto.
3. The Company or the Users may cancel the Service immediately and prospectively when the other party has violated the representation and warranty made in the preceding two clauses.

#### Article 22 (Survival)

Even if the Service are terminated due to expiration of the term of use or by cancellation, the provisions of Article 9 (Prohibition of Assignment and Sublease, Etc. by the Users), Article 12 (Disclaimer), Article 13 (Compensation by the Company), Article 14 (Compensation by the Users), Clause 3 of Article 16 (Cancellation of Agreement), Article 17 (Deletion of Data, Etc.), Article 18 (Special Provision Relating to Authorization by the Users to the Company), Article 19 (Copyright), this article and Article 25 (Governing

Law and Jurisdiction) shall remain in effect.

Article 23 (Personal Information)

The Company shall handle personal information of the Users properly in accordance with the “Privacy Policy” provided on the website separately.

Article 24 (Efforts to Resolve Disputes)

When a dispute arises in relation to the Service, the parties shall resolve such dispute through consultation based on the spirit of mutual cooperation.

Article 25 (Governing Law and Jurisdiction)

1. This Agreement shall be governed by and construed in accordance with the laws of Japan.
2. Should an action be brought before the court in relation to the Service, Tokyo District Court shall be the agreed court of exclusive jurisdiction in the first instance.

Supplementary Provisions (Effective Date)

The latest version of the following shall be effective from its release.

1. Version. 1.1 : This Agreement shall take effect on March 16, 2019.

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