

my nobitel Terms of Use

Where we have provided you with an English translation of the Japanese language version of a webpage, the translation is provided for your convenience only and the Japanese language version will govern the relationship between you and us. If there is any contradiction between the Japanese language version and the translation, the Japanese language version shall take precedence.

Article 1 (Objective)

The my nobitel Terms of Use (“ToU”) establish the terms and conditions regarding all services (the “Service”) provided by nobitel inc. (the “Company”), group companies (collectively referred to as the “Group”), and the Group’s partner companies (“Partner Companies”) that use the Group’s common ID.

Article 2 (Definitions)

The following terms used in the ToU have meanings as defined below.

- (1)“Member” means a person who has registered as a member of the Service in a manner set forth by the Company and has been issued a common ID.
- (2)“Common ID” means the ID and password issued individually to a member by the Company.
- (3)“Service provider” means the Group or partner companies providing the Service.

Article 3 (Application)

1. The ToU applies to all relationships between the Company and members that are connected to using the Service.
2. For each service within the Service, in the event a service provider has individually established Terms of Use, rules, cautions, etc. (collectively referred to as “individual terms”), said individual terms will constitute a portion of the ToU and will apply to the use of said Service.
3. In the event the contents established in the ToU and individual terms differ, if there are no special provisions, the contents of the individual terms will supersede.

Article 4 (Member Registration)

1. Member registration in a method determined by the Company is necessary to use the Service.
2. Those who wish to become members can apply for member registration to the Company by agreeing to comply with the ToU and providing certain information established by the Company in a manner established by the Company.
3. The Company will determine whether to approve or decline the registration of the person who applied for registration (“the applicant”) in the manner described in the previous paragraph, and will notify the applicant in the event the registration is approved. At the point in time the Company carries out said notification, a membership contract composed of the ToU (“Contract”) will be established between the Company and the applicant.
4. The Company may decline an application in the event any of the following are applicable. In such an event, the Company does not have a duty to explain the reason the applicant was declined nor any other responsibilities.

- (1) All or part of the registration information provided to the Company was false, incorrect, or incomplete.
- (2) The applicant is already registered and the application was redundant.
- (3) The applicant is a minor, an adult ward, a person under curatorship, or a person under assistance and has not received permission from their legal representative, guardian, curator, or assistant.
- (4) The applicant has violated the ToU in the past.
- (5) The Company has determined in advance that the applicant is likely to violate the ToU.
- (6) The applicant is a member of anti-social forces (Means an organized crime group, a member of an organized crime group, far-right-wing group, anti-social force, or other similar person. Unchanged below.), or the Company has determined that the applicant is connected to or involved with anti-social forces.
- (7) The Company has determined for some other reason that registration is not appropriate.

Article 5 (Changing Registered Information)

1. A member must, in the event their registered information has changed, report their changed information to the Company in a manner established by the Company without undue delay.
2. The Company bears no responsibility for any disadvantage suffered by the member caused by failing to make the report in the previous paragraph.

Article 6 (Common ID Management)

1. Members must take personal responsibility to appropriately manage and store their common ID, and they may not lend, transfer, change ownership of, sell, or allow third parties to use their common ID.
2. Responsibility for any damages resulting from improper management, negligent use, or malicious use by third parties of the common ID will be borne by the member that possesses the common ID, and the Company will bear no responsibility.

Article 7 (Attribution of Rights)

1. All intellectual property rights for the data that constitute the Service, including but not limited to text, images, and programs, belong to the service provider using said data or the licensor, and this Contract does not grant a license to the member for the intellectual property rights. The member must use the intellectual property rights only to the extent that is necessary for using the Service.
2. The member attests to the Company and guarantees that the data such as comments and images posted by the member on the Service ("posted data") does not infringe on the rights of any third party.
3. The member grants permission in advance to the Company to use (use, adapt, modify, reproduce, etc.) posted data for purposes such as advertisements and announcements free of charge, and the member will not exercise any moral rights regarding this use. Also, this granting of rights will remain in effect even if the member withdraws from the Service.

Article 8 (Prohibited Acts)

The member may not commit any action to which any of the following items are applicable or to which the Company determines any of the following items are applicable when using the Service, in addition to other actions established separately in the ToU.

- (1) Illegal acts or acts that are likely to be illegal.

- (2) Acts that violate public order or morals or are likely to do so.
- (3) Acts that interfere with the Company's operations or are likely to do so.
- (4) Acts that impose an excessive burden on the Service's network or system.
- (5) Interfering with or attempting to wrongfully access the Company's server or network system.
- (6) Using the Service for commercial purposes without the Company's consent, or preparing to do so.
- (7) Using abusive language to the Company's employees or excessively demanding from the Company something it has no duty to provide.
- (8) Using the Service while impersonating a third party.
- (9) Providing, registering, or publishing false information.
- (10) Wrongfully using a common ID, or acts that are likely to involve doing so.
- (11) Acts that infringe upon the rights of other members, third parties, or the Company, including intellectual property rights, property rights, privacy rights, or rights to reputation, or acts that are likely to do so.
- (12) Defaming other members, third parties, or the Company, or acts that are likely to be defamatory.
- (13) Acts that disadvantage, harm, or discomfort other members, third parties, or the Company.
- (14) Other acts deemed inappropriate by the Company.

Chapter 9 (Assignment of Status, etc.)

1. Members may not, without written prior consent from the Company, assign, transfer, collateralize, or dispose in any other way of their status or rights according to this Contract to a third party.
2. The Company may transfer the Company's status in this Contract, its rights and duties in the ToU, and member information to companies that inherit business concerning the Service (includes business transfer, restructuring, and all other events involving the transfer of business).

Article 10 (Suspension of Service, etc.)

1. The Company may suspend or interrupt the provision of all or part of the Service in any of the following events.
 - (1) An inspection or emergency maintenance is being carried out on the computer system concerning the Service.
 - (2) Equipment installed or maintained by the Company or a third party is experiencing an error, malfunction, failure, or some other situation making provision of the Service impossible.
 - (3) The operation of the Service is no longer possible due to an earthquake, lightning strike, fire, wind or water damage, power outage, natural disaster, or epidemic.
 - (4) The Company determines that a suspension or interruption is necessary.
2. In the event the Company suspends or interrupts the provision of the Service in accordance with the previous paragraph, the Company will inform members in advance via email, a notification in the Service, or another method deemed appropriate by the Company. However, there may be an exception in the event of an emergency.
3. The Company bears no responsibility for any disadvantages, such as damages, to members caused by the suspension or interruption of the provision of the Service for any reason.

Article 11 (Suspension or Revocation of Membership)

1. The Company may, in the event it has determined that any of the following are applicable to a member, temporarily suspend said member's use of the Service, revoke their registration as a member, or dissolve the Contract without advance notice or demand.

(1) The member violated a provision of the ToU.

(2) The member has interfered with the operation of the Service.

(3) It has been discovered that the member's membership in the Service has been revoked in the past.

(4) The Company has determined that the member's use of the Service, registration as a member, or the continuation of this Contract is inappropriate.

2. In the event the Company revokes a member's membership in accordance with the previous paragraph, that member will lose their all rights and benefits regarding using the Service, and the Company bears no responsibility for any resulting disadvantages, such as damages.

Article 12 (Withdrawal)

1. The member can terminate this Contract at any time by completing the withdrawal procedures established by the Company.

2. By withdrawing, the member loses their all rights regarding the use of the Service, and the Company bears no responsibility for any resulting disadvantages, such as damages.

Article 13 (Disclaimer of Warranty and Liability)

1. The Company makes no warranty concerning the completeness, accuracy, certainty, or usefulness of any information provided to the member in the Service.

2. The Company bears no responsibility for any disadvantage, such as damages, to the member resulting from the delay, alteration, interruption, cessation, or discontinuance of provision of the Service, the deletion or loss of posted data provided by the member through the Service, or any other incident related to the Service. However, there may be exceptions in the event of deliberate or grossly negligent conduct by the Company.

3. In the event there is a dispute between a member and another member or a third party connected to the use of the Service, the Company bears no responsibility, and the member must take the responsibility of resolving this dispute using their own funds.

Article 14 (Handling of Personal Information)

The Company will appropriately handle information obtained from members in accordance with the privacy policy established separately.

Article 15 (Notifications to Members)

1. Communications and notifications from members to the Company, such as inquiries regarding the Service, as well as communications and notifications from the Company to members, such as notifications of changes to the ToU, will be carried out in a manner established by the Company.

2. In the event the notification in the previous paragraph is carried out via email, notification to the member will be considered to be completed once the Company has sent the email to the member's registered email address.

Article 16 (Changes to the ToU)

When the Company deems it necessary, the Company may change the content of the ToU by displaying the changed ToU content and the date the change will take effect on a medium such as the Company's website or by notifying members. However, in cases where changes require member consent under the law, the Company will obtain consent in a method prescribed by the Company.

Article 17 (Severability)

Even in the event all or part of one of the provisions in the ToU is deemed void or unenforceable under the Consumer Contract Act or any other applicable laws, the remainder of the ToU will remain in effect.

Article 18 (Governing Law and Agreed Jurisdiction)

1. The governing law for the ToU and contracts for use of the Service is Japanese law.
2. Any disputes arising out of or in connection to the ToU or contracts for use of the Service are subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

End

Enacted 10/21/2021