

# Terms of Use

These Terms apply to the use of Omakase Shift and Account Management provided by Pyxos Co., Ltd. (hereinafter referred to as “we,” “us,” or “our”). Please be sure to fully understand the contents of these Terms before using The Service.

## Chapter 1 General Rules

### Article 1 (Definition)

1. “The Service” means Omakase Shift and Account Management collectively. (The one that uses the trial version account to use Omakase Shift is called the “Trial Version Service”, and the one that uses the product version account to use Omakase Shift is called the “Product Version Service”.)
2. “Registration information” means information about you that is required to be provided on the premise of using The Service, and refers to information provided by you to us in the method specified by us.
3. “Usage information” means various information, communication records, and any other information stored on the server managed by us in order to use The Service, and it includes information provided by us or obtained by you through your use of The Service.
4. “Account, etc.” means the account and password required to log in to The Service. (The accounts for using Omakase Shift are referred to as “trial version accounts” and “product version accounts”, and the accounts for using Account Management are referred to as “usernames”.)
5. “PayPal” means an online payment service provided by PayPal Pte. Ltd. and its domestic and overseas affiliates. (For PayPal, please visit <https://www.paypal.com/>)

### Article 2 (Notification)

Unless otherwise specified, notices from us to you regarding The Service and the Terms shall be made by the method posted on the “Notices” displayed on the screen after logging into the account management service.

### **Article 3 (Changes to Terms of Use)**

1. If we deem it necessary, we may change these Terms at any time without prior or subsequent consent from you.
2. If we change the content of these Terms, we shall promptly notify you of the content of the changes. However, notice may be omitted in the case of minor changes that do not disadvantage you, such as revision of wording.
3. If you use The Service after the notification, it will be deemed that you have agreed to the changed terms.

### **Article 4 (Transfer of Contractual Status)**

You may not transfer, etc. to a third party all or part of the contractual status in The Service, rights or obligations under this contract. However, this shall not apply if there is written consent from us.

## **Chapter 2 Usage Contract of Service**

### **Article 5 (Conclusion of Contract)**

1. Individuals or corporations who wish to use each service can apply to use each service to us by agreeing to these Terms and providing registration information in the manner specified by us. Please note that we may ask you to submit documents to us to prove the fact of your registered information.
2. The contract for the use of each service shall be deemed to have been concluded when an e-mail confirming the completion of registration is sent to the e-mail address registered in the registration information by us in response to the application described in the preceding paragraph.
3. We may refuse to conclude or renew a contract for the use of each service if the individual or corporation that wishes to use The Service falls under any of the following items.
  - (1) If all or part of the registration information provided to us is false, erroneous, or omitted.

- (2) If we determine that the individual or corporation has interacted with or been involved in any way with antisocial forces, etc. (organized crime groups, a member of an organized crime group, right-wing groups, antisocial forces, and other similar persons) such as cooperating with or being involved in the maintenance, operation, or management of antisocial forces, etc., through the provision of funds or other means.
- (3) If we determine that the individual or corporation has violated our Terms of Use in the past or was involved in such violations.
- (4) In any other cases, if we determine that the conclusion of the contract is not appropriate.

4. In accordance with the provisions of the preceding paragraph, if we refuse to conclude or renew a contract, we shall not be obliged to disclose the reason.

#### **Article 6 (Change of Registered Information)**

You shall be able to freely change your registered information. However, even if you suffer any disadvantages due to the change or non-change of the registered terms, we shall not assume any responsibility.

#### **Article 7 (Account, etc.)**

1. One user name will be provided by us upon conclusion of the account management service usage contract.
2. One trial version account will be granted by us upon conclusion of a contract for using the trial version service, and multiple trial version accounts can be used by performing "addition of trial version account".

### **Chapter 3 Trial Version Service**

#### **Article 8 (Trial Version Service)**

1. The trial version service can be used free of charge during the period in which the trial version account can be used.
2. A trial version account can no longer be used free of charge after 30 days have passed since the trial version account was granted or added. However, with regard to the trial

version account acquired by you based on these Terms, by entering into a contract for using a paid product version service, even if 30 days have passed since the trial version account was granted or added, you can use the trial version account as a product version account.

## Chapter 4 Product Version Service

### Article 9 (Period of Use)

1. When using the product version service on a monthly basis (hereinafter referred to as “Monthly Usage”), the period of use shall be one month from the day following the contract conclusion date.
2. When using the product version service on a one-year basis (hereinafter referred to as “Yearly Usage”), the period of use shall be one year from the day following the contract conclusion date.
3. Unless you request to terminate the contract by following the termination procedure specified in Article 21 to us within the period specified by us, the contract shall be automatically renewed for one month in the case of Monthly Usage and one year in the case of Yearly Usage, and the same shall apply thereafter.
4. You can change Monthly Usage to Yearly Usage, or change Yearly Usage to Monthly Usage. However, the usage period after the change shall start from the day after the expiration date of the usage period before the change, regardless of the date of application.

### Article 10 (Usage Fee)

1. When you use the product version service, you shall pay the usage fee to us.
2. The usage fee is set according to the number of product version accounts. For details, please check the usage fee displayed on the screen at the time of application. You are responsible for the transfer fee, remittance fee, and other expenses necessary for payment. The Service fee does not include communication costs of telecommunications

carriers, packet charges and other incurred communication costs, etc. in using The Service.

3. The usage fee shall be paid to us before the start date of the usage period.
4. We will not refund any usage fees that have already been paid.

#### **Article 11 (Payment Method)**

1. All payment methods shall be processed by PayPal.
2. If you use PayPal, a contractual relationship is established between you and PayPal and in the event any dispute arises between you and PayPal, you shall promptly resolve such dispute at your own responsibility and expense, and we shall not be liable for it.

## **Chapter 5 Customer Obligations**

#### **Article 12 (Preparation of Usage Environment)**

You shall, at your own expense and responsibility, prepare the personal computer, tablet terminal, telephone equipment, other equipment, and communication lines such as the Internet necessary to use The Service, and keep them ready for use of The Service.

#### **Article 13 (Principle of Self-Responsibility)**

1. If you cause damage to a third party or receive a claim or other demand from a third party due to reasons attributable to you in the course of using The Service, you shall handle or resolve the claim or demand at your own responsibility and expense. The same shall apply when you make a claim or other demand to a third party accompanied by using The Service.
2. The information provided by you using The Service shall be provided at your own risk, and we shall make no warranty of any kind regarding its content, etc., and shall not be liable for any damages resulting from it.
3. If you cause damage to us intentionally or negligently, you shall be liable to us for compensation for such damage.

#### **Article 14 (Management of Accounts, etc.)**

1. You shall, at your own responsibility, manage and keep your Account, etc. for The Service with the care of a good manager, and shall not use, lend, transfer, change the name of, sell or trade your Account, etc. to any third party other than those permitted by us.
2. You shall be responsible for any damages caused by inadequate management of your account, etc., errors in use, or use by a third party, etc., and we shall not be liable for any such damages.

#### **Article 15 (Protection of Copyright)**

1. You and we shall comply with all laws and regulations related to The Service, including but not limited to copyright laws, content protection laws, and personal information protection laws.
2. We shall own the copyright (including the right to create and use derivative works) to all or part of the system software created by us to provide The Service, and you may not reproduce, modify, distribute, lend, or otherwise use the system software in any form beyond the scope of the license granted in the Usage contract of service, etc.
3. You may not use trademarks (including service marks) owned by us without permission from us.

#### **Article 16 (Prohibited Matters)**

1. You shall not, in using The Services, engage in any of the following acts or any act that we deem to fall under any of the following items.
  - (1) Any act that infringes or may infringe intellectual property rights or other rights such as copyrights and trademarks of us or any third parties
  - (2) Any act that falsifies or deletes the contents of The Service or information that may be used by The Service
  - (3) Any act that violates laws or public order and morals, or causes disadvantage to us or third parties
  - (4) Any act that discriminates or slanders others or defames their honor or credit
  - (5) Any act that leads or may lead to crimes such as fraud

- (6) Any act of using The Service by impersonating a third party
  - (7) Any act that transmits or posts harmful computer programs such as viruses
  - (8) Any act that falls under any of the items of Article 5, Paragraph 3 of these Terms
  - (9) Other than the items in the preceding paragraph, any act that violates these Terms
2. We may review or monitor usage information when it is necessary to verify compliance with the preceding paragraph or these Terms of Use.
  3. If we learn that any of the usage information used in connection with the use of The Service is related to any of the acts described in Paragraph 1, we may, without prior notice to you, take any action that we deem necessary and appropriate, such as deletion or correction of the information related to the acts described in Paragraph 1.
  4. Notwithstanding the preceding two paragraphs, we are not obligated to verify or monitor usage information, nor are we obligated to prevent or correct violations of Paragraph 1 or the compliance provisions of these Terms of Use.

## **Chapter 6 Service Contents**

### **Article 17 (Acceptance or Refusal of Warranty of Service Contents)**

We make no warranty that The Service will be suitable for your particular purpose, that it will have the expected features, commercial value, accuracy, or usefulness, that your use of The Service will comply with laws and regulations applicable to you or internal rules of any industry organization, that it will be error free, or that The Service will not be interrupted, suspended, or abolished.

### **Article 18 (Change of Service)**

1. We may change the contents or specifications of The Service at any time without obtaining prior or subsequent consent from you.
2. If we change the contents of The Service, we shall promptly notify you of such changes.

### **Article 19 (Suspension of Service, etc.)**

1. We may halt or interrupt all or part of The Service when we periodically inspect or maintain systems necessary to provide The Service and the other services. However, we will notify you in advance if we halt or interrupt the system.
2. We may halt or interrupt the provision of all or part of The Service without prior notice or consent of you in any of the following cases.
  - (1) In case of urgent inspection or maintenance necessary to provide The Service or other services
  - (2) When it is difficult to provide normal service due to significant load or failure of The Service or other systems necessary to provide other services
  - (3) If there is a power failure of electronic equipment, communication lines, etc. due to an accident, etc.
  - (4) If The Service cannot be operated due to force majeure such as earthquake, lightning, fire, windstorm, flood, power outage, natural disaster, etc.
  - (5) In any other cases where we deem it necessary to halt or interrupt The Service.
3. If you or a third party suffers damages due to the halt or interruption of The Service by us, we shall not be liable for any compensation for such damages.

#### **Article 20 (Abolish of Service)**

We may abolish the entire provision of The Service that is based on the Terms of Use. In this case, we will terminate the contract by notifying you with a notice period of two months or more.

### **Chapter 7 Support**

#### **Article 21 (Support)**

1. You shall be entitled to the following support provided by us as incidental to your use of The Service. However, the timing and method of providing support shall be as determined by us.
  - (1) Responding to questions regarding the use of The Service



- (2) Recovery process in case you make an operational error while using The Service and it is difficult for you to recover by yourself
2. With respect to the recovery process described in the second item of the preceding paragraph, we shall not be obligated to achieve complete recovery.
3. You shall be responsible for any call charges, communication charges, etc. incurred in order to receive the support.

## **Chapter 8 Termination of Contract, etc.**

### **Article 22 (Termination)**

1. Even while you are using the Product Version Service, you may terminate the subscription agreement for the Product Version Service by following the procedures specified by us.
2. If you apply to us for termination, the Product Version Service Agreement shall terminate at the expiration of the usage period. In addition, you shall be free to withdraw the application for termination until the date determined by us.

### **Article 23 (Suspension of Use and Forced Termination of Contract)**

1. If you fall under any of the following, we may, without prior notice to you, halt or forcibly terminate the use of all or part of The Service.
  - (1) If you fail to fulfill your obligation to pay the Usage Charges
  - (2) If you violate any of the provisions of these Terms
  - (3) In case of misrepresentation or omission of information in the application
  - (4) If you have caused disruption to our business execution or service system, etc., or have been engaged in an act that may lead to such disturbances
2. If we suffer damages as a result of you falling under any of the items of the preceding paragraph, we may demand compensation from you for the damages suffered, regardless of whether The Service is halted or forcibly terminated.

3. If you have caused disruption to our business execution or service system, etc., or have been engaged in an act that may lead to such disturbances.

## Chapter 9 Disclaimer

### Article 24 (Disclaimer)

1. You shall agree in advance that some or all of The Services may become unavailable due to changes in services provided by third parties other than us. We are not responsible for any damages incurred by you in connection with services provided by third parties.
2. We shall not be liable for any damage incurred by you (server down, system failure, data leakage, etc.) due to natural disasters or other force majeure, or reasons attributable to you or a third party.
3. We shall not be liable for any damages incurred by you in connection with The Service (This includes damages arising from problems with third parties), unless such damages are caused by our willful misconduct or gross negligence. In addition, our liability for damages shall be limited to the total amount of usage fees for the past three months retroactively from the date of occurrence of the cause of damages.

## Chapter 10 Handling of Information

### Article 25 (Management of Information)

We shall manage registration information, usage information, and all other information disclosed or provided by you in connection with The Service with the care of a good manager.

### Article 26 (Handling of Personal Information)

Regarding the handling of the personal information contained in the registration information and usage information, we shall use it only within the scope of our privacy policy and the consent of you.

### Article 27 (Handling of Confidential Information)

1. Neither we nor you (Hereinafter, the recipient of information is referred to as the “recipient” and the sender of the information is referred to as the “discloser.”) shall disclose or divulge any technical, business, or other business information (Hereinafter referred to as “confidential information.”) provided by the Discloser for the purpose of performing The Service to any third party. However, this shall not apply to the following items and other cases specified in these Terms.
  - (1) Information that was already in the recipient’s possession or publicly known at the time of disclosure or knowledge
  - (2) Information that has become public knowledge through no fault of the recipient after disclosure or knowledge
  - (3) Information developed independently by the recipient without reference to the information disclosed or obtained
  - (4) Information lawfully obtained by the recipient without any obligation of confidentiality after disclosure or knowledge
2. Notwithstanding the preceding paragraph, we and you may disclose confidential information that should be disclosed based on laws and regulations or that should be disclosed because of the request of an authorized public office, to disclosure destination based on the provisions of such laws and regulations or to such public office.
3. The obligations in this Article shall survive termination.

## Chapter 11 Others

### Article 28 (Transfer of Business, etc.)

If we transfer the business related to The Service to another company, due to such business transfer, we may transfer the position under The Service Usage Contract, rights and obligations under these Terms, your registration information, and other customer information to the transferee of such business transfer, and you shall agree to such transfer in advance in these Terms. In addition, the business transfer stipulated in these

Terms shall include not only ordinary business transfers but also corporate divestitures and any other situations in which a business is relocated.

**Article 29 (Severability)**

Even if any provision or part of these Terms is invalid or unenforceable under the Consumer Contract Act or other laws, the remaining provisions of these Terms and the remaining parts of any provision that is held invalid or unenforceable in part shall continue to be in full force and effect.

**Article 30 (Consultation)**

If you and we have different views on any matter not stipulated in these Terms or on the interpretation of these Terms, you and we shall resolve the matter upon mutual consultation in good faith.

**Article 31 (Governing Law and Jurisdiction)**

1. These Terms shall be governed by and construed in accordance with the laws of Japan.
2. If any dispute arises regarding The Service, the Kagoshima District Court, which has jurisdiction over the location of our head office, shall be the exclusive agreement jurisdictional court.

**Supplementary provisions**

These Terms of Use are effective as of December 1, 2016.

These Terms of Use shall be amended and effective as of July 1, 2019.

These Terms of Use shall be amended and effective as of April 1, 2022.