

# Terms and Conditions

These Terms and Conditions set forth the terms and conditions for providing the Services (as defined below), and the rights and obligations between the Project and registered users of the Services. You must read and agree to the entire Terms and Conditions before using the Services.

## Article 1 Applicability

1. The purpose of these Terms and Conditions is to set forth the terms and conditions for providing the Services and the rights and obligations between the Project and the Registered Users (as defined below), and these Terms and Conditions shall apply to all aspects of the relationship between you and the Project in connection with the Services.
2. Any rules for use of the Services posted on our website at <https://langmatch.app> (the “Rules”) shall constitute an integral part of these Terms and Conditions.
3. If there is any conflict between these Terms and Conditions and the Rules or any other description of the Services not provided for herein, these Terms and Conditions will prevail.

## Article 2 Definitions

For purposes of these Terms and Conditions, the following terms have the following meanings.

- (1) “Service Agreement” means not only these Terms and Conditions but also any other agreements relating to the Services to be executed between the Project and the Registered User.
- (2) “IP Rights” means copyrights, patents, trade marks, utility rights, design rights and other intellectual property rights (including rights to obtain or to apply for registration of such rights).
- (3) “Posted Data” means any content, including but not limited to text, images, animation and other data, that is posted or otherwise transmitted by the Registered User hereunder.
- (4) “Project” means Langmatch Project.
- (5) “Website” means such website as may be from time to time operated by the Project, whose domain name is <https://langmatch.app> (or if such website’s domain name or content has been modified for any reasons, such modified website).
- (6) “Registered User” means any person or entity that has been registered as a user of the Services pursuant to Article 3 (Registration).

(7) “Services” means any and all services provided by the Project under the name Langmatch (or if such name or the content of such services has been modified for any reasons, such modified services).

### Article 3 Registration

1. A person wishing to use the Services (a “Candidate”) may apply to the Project for registration to use the Services by agreeing to comply herewith and providing certain information as specified by the Project (the “Registration Information”) in accordance with such manner as may be prescribed by the Project.

2. The Project shall determine whether to register a Candidate who made an application pursuant to the first paragraph of this Article 3 (an “Applicant”) in accordance with the Project’s criterion, and shall notify the Applicant of its approval, if the Project determines to do so. The Applicant’s registration as a Registered User shall be completed upon the notice by the Project pursuant to this paragraph.

3. Upon completion of the registration pursuant to the foregoing paragraph, the Service Agreement shall become effective between the Registered User and the Project, allowing the Registered User to use the Services pursuant to these Terms and Conditions.

4. The Project reserves the rights to refuse registration or re-registration of any Applicant without any obligation to disclose the reasons, in the event that:

(i) Any or all of the Registration Information provided by the Applicant to the Project is found to be false, inaccurate or omitted;

(ii) The Applicant is a minor, adult ward, or person under curatorship or assistance, for which approval has not been obtained from such Applicant’s legal representative, guardian, curator or assistant;

(iii) The Applicant was determined by the Project to (i) constitute an organized crime group or a member thereof, rightist organization, anti-social force, or other similar person or entity (“Antisocial Force”), (ii) have any interaction or involvement with an Antisocial Force, or (iii) assist or be involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means;

(iv) The Applicant was determined to have been in violation of any agreements with the Project, or to have involvement with a defaulting party of any such agreements;

(v) The Applicant has suffered any of the measures under Article 10; or

(vi) In addition to the foregoing, the Project deems the registration inappropriate.

#### Article 4 Change to Registration Information

The Registered User shall promptly notify the Project of any change to the Registration Information in accordance with such manner as prescribed by the Project.

#### Article 5 Password and User ID Management

1. The Registered User shall be responsible for keeping and maintaining its password and user ID for the Services in an appropriate manner, and may not cause a third party to use, or provide, transfer, change the name of, sell or otherwise dispose of, the same.

2. The Registered User shall be, and the Project shall in no event be, liable for damages arising out of inappropriate management, misuse, or use of the Registered User's password or user ID by a third party.

#### Article 6 Prohibited Actions

When using the Services hereunder, the Registered User may not conduct any of the following acts or any act that the Project determines falls under any of the following:

- (1) acts that violate any laws or regulations or that are associated with criminal activity;
- (2) acts that defraud or threaten the Project, other Registered Users or other third parties;
- (3) acts against public order and good morals;
- (4) acts that infringe any IP Rights, portrait rights, privacy rights, reputation or other rights or profit of the Project, other Registered Users or other third parties.
- (5) acts to transmit to other Registered Users, through the Services, any of the following or any transmissions that the Project determines includes under any of the following:
  - excessively violent or cruel content;
  - computer viruses or other hazardous computer programs;
  - content that damage the reputation or the credit of the Project, other users of the Services or other third parties;
  - excessively indecent content;
  - content that encourages discrimination;
  - content that encourages suicide or self-mutilation;
  - content that encourages drug abuse;
  - antisocial content;
  - content for the purpose of disbursing information, such as chain mails;

- content that causes uncomfortable feelings to third parties;
  - content for the purpose of encountering unacquainted persons of the opposite sex;
- (6) acts that place an excessive burden on the network or system of the Services;
- (7) acts that threaten to interrupt the operation of the Services;
- (8) acts to access or attempt to access the system or network of the Services improperly;
- (9) acts to impersonate a third party;
- (10) acts to use the user ID or password of other users of the Services;
- (11) acts of exploitation, advertisement, soliciting or marketing without the Project's prior consent;
- (12) acts to collect information of other users of the Services;
- (13) acts that cause disadvantage, damage or uncomfortable feelings to other users of the Services or other third parties;
- (14) acts that violate the Rules;
- (15) acts to provide Antisocial Forces with profit;
- (16) acts that are intended to encounter unacquainted persons of the opposite sex;
- (17) acts that, directly or indirectly, evoke or facilitate acts listed in the preceding items; or
- (18) other acts that the Project deems to be inappropriate.

#### Article 7 Suspension of the Services

1. The Project shall be entitled to, without any advance notice to the Registered User, suspend or discontinue the Services, in whole or in part, in the event that;

(i) Inspection or maintenance of the computer system for the Services needs to be performed due to urgent circumstances;

(ii) Computers or communication lines have been disrupted due to an accident;

(iii) The Project becomes unable to provide the Services due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damage, power blackout and other natural disasters; or

(iv) The Project determines that suspension or discontinuance is required for other reasons.

2. Under no circumstances shall the Project be liable for any damages incurred by the Registered User arising out of any measures taken by the Project pursuant to this Article 7.

#### Article 8 Ownership of Rights

1. Any and all IP Rights related to the Website and the Services are expressly reserved by the Project or the Project's licensor. Nothing contained herein shall be construed as granting to the Registered User a license of the IP Rights owned by the Project or the Project's licensor.

2. The Registered User hereby represents and warrants to the Project that it has lawful rights to post or otherwise transmit the Posted Data, and that the Posted Data so posted does not infringe any third party's rights.

3. The Registered User hereby grants to the Project a worldwide, non-exclusive, royalty-free, and sublicensable and transferrable license to use, reproduce, distribute, make, express and create derivative works of the Posted Data. In addition, the Registered User hereby grants to the other Registered Users a non-exclusive license to use, reproduce, distribute, make, express and create derivative works of the Posted Data posted or otherwise transmitted by the Registered User using the Services.

4. The Registered User hereby agrees not to exercise moral rights against the Project or any other person who succeeded to the same from the Project or a licensee thereof.

#### Article 9 Registration Cancellation

1. The Project may, without prior notice or demand, delete the Posted Data, or temporarily suspend the use by the Registered User of the Services, cancel the Registered User's registration as such or terminate the Service Agreement, in the event of any of the following:

(i) The Registered User failed to comply with any of provisions hereof;

(ii) Any of the Registration Information is found to be false;

(iii) The Registered User underwent payment suspension or became insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar procedure was filed against the Registered User;

- (iv) The Registered User has not used the Services for 6 months or more;
- (v) The Registered User has not responded to inquiries from the Project or other communications requiring its response for 30 days or more;
- (vi) The Registered User falls under any of the subparagraphs of Article 3,4; or
- (vii) In addition to the foregoing, if the Project determined that it is not inappropriate for the Registered User to use the Services, maintain its registration as a Registered User, or have the Service Agreement remain in effect.

2. If one or more of events specified above occurred, all amounts owed to the Project by the Registered User shall be automatically accelerated, and the Registered User shall immediately pay to the Project such amounts in full.

3. The Project shall not be liable for any damages incurred by the Registered User arising out of, or in connection with, any actions taken by the Project pursuant to this Article 9.

#### Article 10 Withdrawal

1. The Registered User may withdraw from the Services and cancel its registration as a Registered User by giving notice to the Project to that effect and pursuant to such manner as specified by the Project.

2. Upon withdrawal, all amounts then due and payable from the Registered User, if any, shall be automatically accelerated, and the Registered User shall immediately pay to the Project such amounts in full.

3. Treatment of user information after the withdrawal shall be subject to the provisions of Article 14.

#### Article 11 Services Modification and Termination

1. The Project shall be entitled to at any time modify or terminate the Services in its own discretion. The Project shall notify in advance the Registered User of any intended termination by the Project of the Services.

2. The Project shall not be liable for any damages incurred by the Registered User arising out of, or in connection with, any actions taken by the Project pursuant to this Article 11.

#### Article 12 Disclaimer and Waiver of Warranties

1. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES (including but not limited to any representation or warranty (i) of fitness or suitability for a particular purpose contemplated by the Registered User, (ii) that the Services have expected functions, commercial value, accuracy, or usefulness, (iii) that the use by the Registered User of the Services complies with the laws and regulations applicable to the Registered User or any internal rules established by industrial organizations, and (iv) that the Services will be free of interruption or defects).

2. Under no circumstances shall the Project be liable for any damages incurred by the Registered User arising out of discontinuance, suspension, termination, unavailability, or modification by the Project of the Services, cancellation or loss of messages or information transmitted by the Registered User to the Services, deletion of the registration of the Registered User, loss of registered data or failure of or damage to equipment through the use of the Services, or otherwise in connection with the Services (“Damages”).

3. The Project shall not be liable for any amount exceeding the consideration paid by the Registered User to the Project for the immediately previous 12 months in relation to Damages incurred by the Registered User that are attributable to the Project for any reasons whatsoever. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, FUTURE DAMAGES AND LOST PROFITS.

#### Article 13 Confidentiality

The Registered User shall keep confidential any and all non-public information disclosed by the Project to the Registered User for which the Project has imposed on the Registered User a confidentiality obligation in connection with the Services, unless the Registered User has obtained prior written approval from the Project.

#### Article 14 Treatment of User Information

1. Treatment by the Project of the Registered User’s information shall be subject to the provisions of our Privacy Policy, which are separately prescribed, and the Registered User hereby agrees to treatment by the Project of the Registered User’s information subject to such Privacy Policy.

2. The Project may, in its sole discretion, use or make public any information or data provided by the Registered User to the Project as statistical information in a form that cannot identify an individual, and the Registered User may not challenge or dispute such use.

#### Article 15 Amendments

The Project reserves the right to amend or change these Terms and Conditions. In the event of any amendment or change to these Terms and Conditions, the Project shall notify the

Registered User thereof. If the Registered User uses the Services, or fails to take steps to cancel its registration within the time specified by the Project after the notice set forth above, the Registered User shall be deemed to have agreed to such amendment or change to these Terms and Conditions.

#### Article 16 Notice

Any inquiries with respect to the Services or other communications or notices from the Registered User to the Project, or the notices concerning any amendment to these Terms and Conditions or other communications or notices from the Project to the Registered User shall be made in accordance with the procedures specified by the Project.

#### Article 17 Assignment

1. The Registered User shall not assign, transfer, grant security interests in or otherwise dispose of its status under the Service Agreement or its rights or obligations under these Terms and Conditions without the prior written consent of the Project.

2. In cases where the Project has assigned the business regarding the Services to a third party, the Project may, as part of such assignment, assign to such third party its status under the Service Agreement, its rights and obligations under these Terms and Conditions, and the Registration Information and other information relating to the Registered User, and the Registered User hereby agrees to such assignment in advance. For the purposes of this Article 17.2, the business assignment referred to above shall include, in addition to the usual form of business assignment, a split of the Project or any other form of restructuring of the Project that would result in a business transfer.

#### Article 18 Severability

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

#### Article 19 Governing Law and Jurisdiction

1. These Terms and Conditions shall be governed by the laws of Japan. If there are sales of goods in the Services, the United Nations Convention on Contracts for the International Sales of Goods (CISG) shall not apply.

2. Any and all disputes arising out of or in connection with these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Prescribed on 10/28/2018