

# **TERMS OF USE FOR AI SCAN ROBOT SERVICE**

These Terms of Use stipulate the legal terms and conditions that apply to the users (hereinafter referred to as the “User(s)”) of the AI Scan Robot Service and other ancillary services (hereinafter collectively referred to as the “Service(s)”) provided by Net Smile Inc. (hereinafter referred to as the “Company”) and also to the Company concerning the Service. The Users may use the Service after consenting to the provisions contained herein.

## **ARTICLE 1 APPLICATION OF TERMS**

1. These Terms of Use apply to the Company and all Users concerning the Services.
2. All other rules that the Company stipulates separately from these Terms of Use concerning the use of the Services and the notices that the Company provides as set forth in ARTICLE 3 hereof shall each constitute part of these Terms of Use.
3. If there is a discrepancy between any of the provisions hereof, the rules, and the notices as set forth in the preceding paragraph, the order of precedence shall be the notices, the rules, and the provisions hereof.

## **ARTICLE 2 CONSENT TO THESE TERMS OF USE**

These Terms of Use set forth the terms and conditions that apply to the Users as they use the Services, and hence the Users shall use the Services pursuant to the terms and conditions stipulated herein. If a User does not consent to these Terms of Use, it may not use the Services. When a User uses the Services, the User is deemed to have consented to these Terms of Use.

## **ARTICLE 3 NOTICES BY THE COMPANY**

1. The Company shall provide notices to the Users on matters that are deemed essential by the Company from time to time by indication on the administration screen, transmission of electronic mail messages, sending of documents, and any other means deemed appropriate by the Company.
2. A notice as set forth in the preceding paragraph shall become effective the moment the Company indicates it on the administration screen, transmits it by electronic mail, sends it out in document form, or otherwise passes it to the Users through other means.
3. Each notice, communication, etc. sent from the Company to the Users shall be deemed to have reached the Users at the time when it should usually reach them; if any notice, communication, etc. sent by the Company reaches the Users after a delay or fails to reach them at all, the Company shall be exempted from all responsibilities arising therefrom.

## **ARTICLE 4 MODIFICATION OF TERMS**

1. The Company may amend any of these Terms of Use at any time at its reasonable discretion without notifying the Users.
2. When these Terms of Use are modified by the Company, the modified version shall become

effective the moment they are notified to the Users by the Company pursuant to the preceding ARTICLE, unless otherwise specified by the Company, and the Terms of Use as modified shall apply thereafter. If any User does not consent to such modification, its use of the Services shall be suspended, and its login ID, etc. shall be deleted.

## ARTICLE 5 DEFINITIONS

The terms herein shall have the meanings as specified below.

- (1) "User(s)" means the users of the Services, which may be a corporation or an individual.
- (2) "Agency(ies)" means the sales agencies that are appointed by the Company for selling the Services.
- (3) "Administration Screen" means the website that is provided to each User by the Company as part of the Services to allow each user to manage its use of the Services on its own.
- (4) "Login ID(s), etc." collectively means the ID and password that are assigned to each User for logging into the Administration Screen and other web-based services that are provided to the Users by the Company.
- (5) "Service Equipment" means the computers, telecommunication devices, and other equipment and software installed by the Company and also the telecommunication lines owned and operated by telecommunication service providers that are borrowed by the Company, for the purpose of providing the Services.

## ARTICLE 6 DESCRIPTION OF THE SERVICES

1. As for the specifics of the Services, the Company shall provide the Users with the services as set forth in the AI SCAN ROBOT SERVICE INDEX in the APPENDIX attached hereto. The following items describe the specific tasks to be performed by the Company so that the Users can use the Services.

- (1) Task of creating initial settings at the start of using the Services
  - (a) Production of templates (The number of templates to be produced shall be separately specified.)
  - (b) Issuance of Login IDs, etc. (The number of Login IDs, etc. to be issued shall be separately specified.)
- (2) Task of providing monthly maintenance support

This task covers system-related support such as responding to inquiries on the functions offered through the Services, how to operate them, and making minor adjustments of templates.

- (3) Task of providing support on additional settings
- This task covers production of templates and issuance of Login IDs, etc. more than the numbers as set forth in item (1) above.

2. Development of OCR, checking function, etc. not compatible with the standard functions of the Services and other customization tasks shall be excluded.
3. The Company may, at its sole responsibility, subcontract to a third party any of the tasks that the

Company is supposed to provide as the Services hereunder.

4. The Users shall provide the Company with any documents, etc. that the Company needs in order to provide the Services, free of charge.

## ARTICLE 7 SERVICE LEVEL

1. The Company shall provide the Services while endeavoring to meet the standard as specified in the service level index (hereinafter referred to as the “Service Level Index”) set forth in paragraph 2 of the AI SCAN ROBOT SERVICE INDEX in the APPENDIX attached hereto to the extent that is commercially reasonable, which is a set of goals that the Company shall strive to achieve.
2. The Company may modify the Service Level Index from time to time at its discretion, and when a modification is made, the modified version of the Service Level Index shall apply starting on a date to be specified by the Company.
3. The operating hours and contact point for the support service are as set forth in 2.3 of the Service Level Index, and all service requests and inquiries shall be initially filed with the Company or the Agencies pursuant to the aforementioned provision; provided, however, that another agreement may be separately executed between the Company and a User or between an Agency and a User, in which case, the parties to such separate agreement shall comply with the terms thereof.
4. The Service Level Index shall not apply to any services that are excluded from the scope of these Terms of Use or to any events that arise concerning any of the indemnified matters set forth herein.

## ARTICLE 8 USER REGISTRATION

1. Each User shall register itself as a Service user through the procedure specified by the Company. When the Company approves a user registration application filed by a User, the Company shall issue a Login ID, etc. to the User.
2. For the user registration process as set forth in the preceding paragraph, each User filing the application shall accurately register its email address, telephone number, and other information pertaining to each User that will allow each User to receive and confirm the content of each correspondence without delay sent by the Company or the Agencies concerning the Services. In addition, the Users that are approved by the Company to do so in advance may only notify their information as specified above to the Agencies.
3. If a User falls under any of the following circumstances, the Company may reject the user registration application filed by the User:
  - (1) if the User and the Company previously had a contract that was cancelled by the Company due to the User violating these Terms of Use or any other terms of use, etc. stipulated by the Company;
  - (2) if it is determined that the User is a member of an anti-social force (as defined in ARTICLE 25 hereof) or is otherwise associated with an anti-social force; or
  - (3) if there is any circumstance not specified in the preceding items, based upon which the

Company deems it inappropriate to approve the user registration application filed by the User.

4. If any change arises with a User pertaining to its registered information as set forth in this ARTICLE, the User shall promptly notify the Company of the change and follow the procedure of amending its registered information to reflect the change.

#### ARTICLE 9 LOGIN ID, ETC.

1. Each User shall properly manage its Login ID, etc., and shall not jointly use its Login ID, etc. with a third party, or loan, transfer, or otherwise allow a third party access to its Login ID, etc.
2. Any acts performed using the Login ID, etc. of a User shall be deemed to have been performed by the User itself, and the User shall be responsible for the consequences of all such acts.

#### ARTICLE 10 ENVIRONMENT OF USE, ETC.

1. Each User shall prepare the hardware, software, a telecommunication line, and other items that are necessary for it to use the Services, at its sole responsibility and at its own cost. In addition, the telecommunication fee, connection fee, electricity fee, and other fee, etc. that arise with the use of the Services shall be borne by each User.
2. The Company shall not be concerned with, or assume any responsibility for, the environment in which each User uses the Services, in any way.

#### ARTICLE 11 USAGE PERIOD

The usage period of the Services applicable to a User shall be in accordance with the usage plan that is selected by the User at the time of user registration, out of all the usage plans available for the usage period specified by the Company; provided, however, that if a User does not indicate its intention not to renew its Service usage period at least one month in advance of its expiration through the method specified by the Company, the usage period shall be automatically renewed starting the immediately following date therefrom, based on the same terms and conditions, and this procedure shall apply thereafter. In this connection, if a User desires to select a different usage plan concerning the usage period, it may do so at the time of the aforementioned automatic renewal, by notifying the Company before the automatic renewal becomes effective.

#### ARTICLE 12 USAGE FEE, ETC.

1. As a consideration for its use of the Services, each User shall pay the Company or the Agency the usage fee as separately specified by the Company for the Service usage period, the consumption tax levied thereupon, etc. by the method as set forth in the following ARTICLE. In this connection, if a User fails to make its payment in full as set forth in this ARTICLE, the Company may restrict the User's use of the Services pursuant to item (2) of ARTICLE 20 hereof.
2. Even if the provision of the Services is interrupted or suspended during a usage period due to any of the events specified in items (2) through (5) of ARTICLE 18 hereof that prevents Users from using the Services, the Users shall still pay the usage fee, consumption tax, etc. for the usage

period; provided, however, that the preceding shall not apply to a case where the Company has failed to provide a prior notice of such Service interruption or suspension and the interruption or suspension lasts more than three hours, in which case the Users affected by the Service interruption or suspension shall be exempted from the obligation to pay the usage fee for the duration of the interruption or suspension.

3. All financial liabilities of a User including its Service usage fee and any other fee, etc. that arise in connection with the User's use of the Services during the period of the Service usage contract shall remain in effect even after the aforementioned contract period ends, until all outstanding payments owed by the User to the Company are settled in full.

#### **ARTICLE 13 METHOD OF PAYMENT OF USAGE FEE**

Each User shall pay the Company or the Agency the Service usage fee, consumption tax, etc. against invoices issued by the Company or the Agency, by the specified payment due date. In this connection, the User shall bear the remittance fee and any other fees necessary to make the payments.

#### **ARTICLE 14 INTELLECTUAL PROPERTY RIGHTS, ETC.**

All copyrights (including the rights specified in Articles 27 and 28 of the Copyright Act) and other intellectual property rights (including, without limitation, patent rights, utility model rights, design rights, and trademark rights; hereinafter collectively referred to as "Intellectual Property Right(s), etc.") pertaining to the Services shall be owned by the Company, and none of the aforementioned shall transfer from the Company to the Users. The Company shall grant the Users a license to use the Intellectual Property Rights, etc. only to the extent necessary for the Users to use the Services. In addition, the right to be granted industrial property rights on any inventions, ideas, etc. that are newly created during the course of the Company's provision of the Services shall rest exclusively with the Company.

#### **ARTICLE 15 CONFIDENTIALITY**

1. Unless otherwise specified herein, the Users shall keep in strict confidence all information that they come to know in connection with their use of the Services and also all information pertaining to other Users, third parties, and the Company, during the period of their user registration and also after their user registration is cancelled; shall not disclose or divulge any aforementioned information to a third party regardless of the means through which such disclosure or divulgement will be made; and shall not use the aforementioned information for any purpose other than to use the Services.
2. In addition to complying with the specific provisions of these Terms of Use, the Users are also prohibited from providing any information disclosed by the Company concerning the Services to any other Users that offer services that compete with, or could possibly compete with, the Services, or to any other third parties.

## **ARTICLE 16 HANDLING OF PERSONAL INFORMATION**

The Company shall properly handle all personal information pertaining to the Users in accordance with the Company's privacy policy and the purpose of use of personal information as specified by the Company.

## **ARTICLE 17 PROHIBITED MATTERS**

The Users shall refrain from engaging in any of the following acts when using the Services:

- (1) act that is in violation of these Terms of Use;
- (2) act of reporting or applying with false information at the time of user registration or thereafter;
- (3) act that could negatively affect public order or good morals;
- (4) act that infringes or could infringe any Intellectual Property Right, etc. or any other right of the Company or a third party, as determined by the Company;
- (5) act of disclosing or providing the Login ID, etc. to a third party, and act of disclosing or allowing a third party to use the User Administration Screen;
- (6) act that violates any law, any judgment, decision, or order issued by a court, or any legally-binding administrative measure issued;
- (7) act that interferes with or otherwise negatively affects the operation of the Services;
- (8) act of falsely assuming the identity of another User, third party, or the Company;
- (9) act of defaming another User, third party, or the Company to impair its reputation or social trust or inflict mental damage;
- (10) act of using the Services for the purpose of conducting political, religious, ideological, or other similar activities;
- (11) act of reverse engineering, disassembling, decompiling, changing, altering, modifying, or otherwise tampering with any software or other programs pertaining to the Services or act of attempting to obtain the source code thereof through other means;
- (12) act that puts an undue load on any of the computer networks or servers that are used to provide the Services, act of transmitting a computer virus or other harmful computer program, etc., or act that could otherwise disrupt the operation of the Services;
- (13) act that harms the reputation, trust, credit, or privacy of the Company or a third party;
- (14) act that interferes with the Company's business activities;
- (15) act by any party that is in the same business as the Company, etc. to register as a User;
- (16) act of sharing a single Login ID, etc. among multiple Users (i.e., among different corporations, among different individuals or among individuals and corporations, etc. that are contractually separate entities from one another) (for this purpose, sharing of a single Login ID, etc. issued to a business enterprise or another type of corporation among several officers or employees working for the same corporation shall not be deemed to be a prohibited act pursuant to this item); and
- (17) any other act that is deemed inappropriate by the Company.

## **ARTICLE 18 SERVICE INTERRUPTION AND SUSPENSION**

If any of the events set forth below occurs or is deemed by the Company to have the possibility of occurring, the Company may interrupt or suspend its provision of the Services without notifying the Users:

- (1) if it becomes difficult to continuously provide the Services due to a natural disaster, power outage, etc.;
- (2) if it becomes necessary to maintain, inspect, repair, modify, or otherwise adjust any of the systems that are used to administer the Services;
- (3) if it becomes necessary to perform a periodical inspection on, or repair any malfunction of, any equipment being used to provide the Services;
- (4) if a malfunction occurs with any of the systems that are used to administer the Services; or
- (5) if the Company otherwise deems it necessary to interrupt or suspend its provision of the Services.

## **ARTICLE 19 PROCEDURE AFTER THE CONTRACT ENDS**

1. When a User's Service usage contract ends, the User shall return to the Company all software and related documents, etc. that have been provided to it by the Company for the User's use of the Services (including all complete and partial copies of such software, related documents, etc. that exist at the time; the same shall apply hereinafter) and shall also delete all such software, related documents, etc. that are stored on the User's equipment, etc., at the User's sole responsibility, immediately following the end of the Service usage contract.
2. When a User's Service usage contract ends, the Company shall return to the User all documents, etc. that have been provided to it by the User for the User's use of the Services (including all complete and partial copies of such documents, etc. that exist at the time; the same shall apply hereinafter) and shall also delete all such documents, etc. that are stored on the Service Equipment, etc., at the Company's sole responsibility, immediately following the end of the Service usage contract.
3. If a User files a request with the Company to issue a certificate attesting that all documents, etc. that are provided to the Company by the User and are stored on the Service Equipment, etc. are completely deleted pursuant to the preceding paragraph, the Company shall issue such certificate of deletion, on condition that the User pays the document issuance fee separately specified by the Company.

## **ARTICLE 20 USAGE RESTRICTION, ETC. BY THE COMPANY**

In addition to the provisions of ARTICLE 18 hereof, if any of the events specified below occurs with a User, the Company may immediately restrict the User's use of the Services, and also suspend the User's use of or delete its Login ID, etc.:

- (1) if the User engages in any of the prohibited acts set forth in ARTICLE 17 hereof;

- (2) if the User fails to pay the usage fee;
- (3) if it is revealed that the User provided false information at the time of user registration;
- (4) if it is revealed that the User was previously restricted from using the Services or that its Service usage contract with the Company was previously cancelled, due to the User's violation of these Terms of Use, etc.;
- (5) if an attachment, provisional attachment, provisional disposition, compulsory execution, asset auction as a means of executing a security right, disposition of delinquency on tax payment, or another similar process commences;
- (6) if any draft issued by the User is dishonored by a clearinghouse;
- (7) if a motion is filed to enter a decision to commence the User's bankruptcy or civil rehabilitation proceedings, etc.;
- (8) if the Company otherwise deems it appropriate to restrict the User's use of the Services or cancel the User's Service usage contract; or
- (9) if the User otherwise violates these Terms of Use in a way not set forth in the preceding items.

## ARTICLE 21 TERMINATION PROCEDURE BY USERS

- 1. If a User intends to terminate its Service usage contract pursuant to these Terms of Use, it shall do so by filing a contract termination application according to the procedure specified by the Company.
- 2. When a User terminates its Service usage contract, it simultaneously forfeits its right to use the Services.

## ARTICLE 22 NO WARRANTY, RESTRICTION ON RESPONSIBILITY, AND INDEMNITIES

- 1. Although the Company shall endeavor to provide explanations, information, etc. to the extent possible on how to use the Services, and what the expected result, consequences, etc. of using the Services might be, the Company does not provide any warranty that any certain result, consequence, etc. will be achieved by using the Services, and shall not be held responsible if any User suffers damage of any kind because the User fails to achieve its expected result, consequences, etc. from using the Services.
- 2. Although the Company shall constantly strive to improve the performance of the Services, continuously and actively engage in development activities, provide information on the aforementioned activities, and enhance the levels of the Services, etc., the Company does not provide any warranty that the levels of the Services available will satisfy the Service Level Index, and shall not be held responsible if any User suffers damage of any kind because the levels of the Services fail to satisfy the Service Level Index or otherwise fall short of the Service Level Index.
- 3. The Company shall, to the extent possible, create backups of the information, data, etc. that the Company provides along with the Services and also backups of the information, data, etc. that are created by using the Services, using the technology and service level available to the Company from time to time, and shall encrypt the aforementioned information, data, etc., enhance the

security of the computer servers being used, and execute other tasks to protect the aforementioned information, data, etc.; provided, however, that the Company does not provide any warranty that any of the information, data, etc. provided by the Company along with the Services or any of the information, data, etc. that are created by using the Services will not be deleted or altered. Each User shall be obliged to save or otherwise create backups of its own information, data, etc. as set forth above from time to time at its sole responsibility.

4. While the Company shall strive to continuously engage in development activities, etc. in order to improve the performance and functions of the Services, the Company does not provide any warranty as to the veracity, accuracy, certainty, reliability, or usefulness of any information provided along with the Services, or non-infringement of any third-party right concerning the Services, or the quality, reliability, usefulness, etc. of the Services, data, etc. If any User suffers any damage, loss, etc. in connection with any of the aforementioned, the Company shall not be held liable.
5. While the Company shall continuously engage in development activities to improve the performance of the Services and reduce the occurrence of errors and other technical issues, and shall also apply security patches, implement antivirus software, etc. in an effort to improve the information security managed through the Services, the Company does not provide any warranty that the Services are free of any errors or other technical issues, that the computer servers, etc. are free of any computer viruses or other harmful elements, or that the infrastructures, systems, etc. being used to provide the Services are free of defects, etc.
6. As the Services are provided on the assumption that they will be used in an Internet connection environment that is typically available when these Terms of Use are posted, the Company does not provide any warranty that the Services will operate properly in the computing environment of each individual User. If a User experiences any malfunction of any equipment, software, etc. it owns as a result of using the Services, the Company shall not be held responsible in any way.
7. While the Company shall endeavor to monitor the status of the infrastructures related to the Services and enhance the durability of the Services against technical troubles, etc., the Company does not provide any warranty that the display speed will not become slower or that any inconvenience will not arise concerning the use of the Services due to a network malfunction, excessive access to the Services, or other unforeseeable factor, and shall not be held responsible even if any of the aforementioned events arises.
8. Even if any User suffers damage, loss, etc. as a result of suspension of the Services, deletion of its user registration, or interruption, alteration, addition, etc. of the Services, the Company shall not be held responsible for the damage, loss, etc. in any way.
9. In addition to the provisions of the preceding paragraphs, the Company shall not be held responsible for any damage suffered by a User that arises from the User's use of the Services.

## ARTICLE 23 DAMAGE COMPENSATION

1. The Company shall not be held responsible for any damage caused to a third party by any User

through its use of the Services. If any damage as such is caused, the User involved shall resolve the matter with the third party at the User's sole responsibility and at its own cost, and shall not cause any damage to the Company.

2. Notwithstanding the provisions of the preceding ARTICLE, if and only if any damage is caused to a User through the Company's intentional act or gross negligence, the Company shall be responsible for compensating the User for the damage suffered. In such case, the Company and the User shall consult with each other in advance to agree on the amount of the damage that the Company will compensate for, which shall be the ordinary, actual, and direct damage suffered by the User and shall not exceed three months' Service usage fees paid to the Company by the User before the damage arose.
3. If a User causes damage to the Company through using the Services, the User shall be responsible for compensating the Company for the damage suffered by the Company, the amount of which shall not exceed the limitation as set forth in the preceding paragraph.

#### ARTICLE 24 MODIFICATION, DISCONTINUATION, ETC. OF THE SERVICES

1. The Company may modify any or all of the Services that it provides, or make any addition, etc. thereto, without notifying the Users in advance.
2. The Company may discontinue any part of the Services without prior notice. In addition, if the Company discontinues any part of the Services, and a User suffers any damage or loss or requests financial compensation or indemnification from the Company as a result of the partial Service discontinuation, the Company shall be exempted from all such responsibility.
3. If the Company intends to discontinue all of the Services, it shall provide the Users with a prior notice at least one month before the date on which the Company plans to discontinue the Services. In addition, if the Company discontinues all of the Services according to the procedure set forth in this paragraph, and a User suffers any damage or loss or requests financial compensation or indemnification from the Company as a result of the entire Service discontinuation, the Company shall be exempted from all such responsibility.

#### ARTICLE 25 ELIMINATION OF ANTI-SOCIAL FORCES

The Company and each User provide the following representations and warranties to each other concerning the Company and each User themselves, and also their respective officers and any other parties that are substantially involved in the management of their business operations.

- (1) It is currently not, and will never become in the future, an organized crime group, a member of an organized crime group, a former member of an organized crime group and who left the group less than five years ago, an associate member of an organized crime group, a business enterprise associated with an organized crime group, a corporate racketeer or the like, a crime group conducting its activities under the pretext of social campaigns, etc., a crime group specializing in intellectual crime, or any party equivalent to any of the aforementioned (hereinafter collectively referred to as "Anti-Social Force(s)").

- (2) It is currently not in any of the following circumstances, nor will it ever fall under any of the circumstances in the future:
- (a) It has a relationship with an Anti-Social Force, where the Anti-Social Force is deemed to be controlling the party's business operations.
  - (b) It has a relationship with an Anti-Social Force, where the Anti-Social Force is deemed to be substantially involved in the management of the party's business operations.
  - (c) It has a relationship with an Anti-Social Force, where the party is unjustifiably using the Anti-Social Force either directly or indirectly through a third party to achieve unjust gains for itself or a third party or to cause damage to a third party, etc.
  - (d) It has a relationship with an Anti-Social Force, where the party directly provides funding or other benefit to the Anti-Social Force or does so indirectly through a third party.
  - (e) It has a relationship with an Anti-Social Force that is socially reprehensible, or has a close relationship with an Anti-Social Force in another form.
- (3) It does not currently and will never use in the future any Anti-Social Force either directly or indirectly through a third party to engage in fraud, violent act, or threatening speech against the other party or any party associated with the other party, to damage the other party's trust, credit, or reputation by spreading rumors or using fraudulent means or force; or to engage in any act that disrupts the other party's operations, or any other similar act.
- (4) It does not allow an Anti-Social Force to use the name of the other party or any party concerned with the other party.

## ARTICLE 26 RELATIONSHIP WITH LAWS, ETC.

1. If any provision of these Terms of Use becomes invalidated by law, etc., the remainder of the provision and all other provisions shall not be affected by such invalidation in any way and shall remain effective.
2. If the contract between the Company and any User for its use of the Services is deemed as a consumer contract as defined in Article 2 (3) of the Consumer Contract Act (Act No. 61 of 2000), the provisions contained herein that fully exempt the Company from damage compensation responsibility shall no longer apply, and if any damage caused to any User in such a case is due to the Company's failure to perform any of its contractual duties or due to any unlawful act committed by the Company, the Company shall be responsible for compensating the User for the direct, ordinary, and actual damage suffered by the User, the amount of which shall not exceed the sum of the Service fees paid to the Company by the User, unless the damage is attributable to the Company's intentional act or gross negligence.

## ARTICLE 27 SURVIVAL

Even when the use of the Services pursuant to these Terms of Use ceases, the provisions of ARTICLE 1, ARTICLE 3, ARTICLE 12, ARTICLE 13, ARTICLE 14, ARTICLE 15, ARTICLE 17, ARTICLE 19, ARTICLE 22, ARTICLE 23, paragraph 2 of ARTICLE 24, ARTICLE 26, this

ARTICLE, ARTICLE 28, ARTICLE 29, and ARTICLE 30 hereof shall remain effective.

## **ARTICLE 28 PROHIBITION ON TRANSFER OF RIGHTS AND OBLIGATIONS**

Each User is prohibited from transferring any or all of its rights or obligations that arise under these Terms of Use to a third party, having a third party succeed any or all of the aforementioned rights or obligations, and providing any or all of the aforementioned rights or obligations to a third party as security.

## **ARTICLE 29 GOVERNING LAW**

Regarding the legal relationship of the Company and each User under these Terms of Use, the laws of Japan shall apply as the governing law. In addition, these Terms of Use shall be construed in accordance with the laws of Japan.

## **ARTICLE 30 JURISDICTION**

If any dispute arises between the Company and a User, the parties shall agree to bring it to the exclusive jurisdiction of the Tokyo Summary Court or the Tokyo District Court for the first instance, depending on the amount of the financial claim demanded.

## **ARTICLE 31 MATTERS FOR CONSULTATION**

If any issue arises concerning the construction of these Terms of Use, or if any matter not specified herein is found, the Company and each User involved shall consult with each other in good faith and endeavor to resolve such issue or matter in an amicable manner.

## **ARTICLE 32 SUPPLEMENTARY PROVISION**

Enacted on April 1, 2018.

## **APPENDIX**

### **AI SCAN ROBOT SERVICE INDEX**

#### **1. SERVICE OUTLINE**

##### **1.1 NAME**

AI Scan Robot Service

##### **1.2 SERVICE OUTLINE**

This is a cloud service, operable on Internet browsers, that utilizes AI-based OCR technology to read characters shown in certain parts of scanned images acquired from paper media and converts them into digital data.

##### **1.3 FUNCTIONS**

- Function to upload scanned files
- Function to manage documents
- Function to check and correct scanned data
- Template-setting function
- Function to register items into a database
- CSV data output function

#### 1.4 NETWORK ENVIRONMENT

- 1.4.1 Cloud server: Amazon Web Service (Tokyo region)
- 1.4.2 Cloud connection method: Internet connection
- 1.4.3 Communications protocol: HTTPS
- 1.4.4 Encryption: All files and data communicated

#### 1.5 COMPATIBLE WEB BROWSERS

- Google Chrome, Mozilla Firefox, Microsoft Edge

#### 1.6 SUPPORTED FILE FORMATS

- PDF, JPEG, PNG, TIFF

### 2. SERVICE LEVEL INDEX

#### 2.1 AVAILABILITY

- 2.1.1 Service hours: In principle, 24 hours a day, 365 days a year  
(excluding scheduled service outages and other service outages for maintenance purposes)
- 2.1.2 Notice of scheduled service outages: Notified by email at least seven days in advance.
- 2.1.3 Service availability rate: at least 99.5%

#### 2.2 RELIABILITY

- 2.2.1 Average service restoration time / maximum allowable service restoration time: 3 hours / 24 hours
- 2.2.2 Malfunction monitoring interval: 1 hour
- 2.2.3 Log acquisition: Access logs can be provided to Users.

#### 2.3 OPERATION HOURS OF SUPPORT SERVICE, CONTACT POINT, ETC.

- Phone: 09:00 to 18:00 (excluding Saturdays, Sundays, public holidays, and special holidays specified by the Company)
- Email: 24 hours a day, 365 days a year (In principle, a response to each inquiry, etc. will be provided within three business days.)
- Email address: aiscanrobo-support@netsmile.jp

#### 2.4 DATA MANAGEMENT

- 2.4.1 Data storage period: Data from the past one year will be stored.
- 2.4.2 Backup method: A backup of all data is created on a daily basis.
- 2.4.3 Backup data storage period: One day

#### 2.5 SECURITY: SSL encryption of data being communicated.