

“Riichi City” Terms of Service

These Terms of Service (hereinafter referred to as “these Terms of Service”) prescribe the conditions for the use by the customer (hereinafter referred to as “the Customer”) of the Service entitled “Riichi City” (hereinafter referred to as “the Service”) provided by Formirai Co., Ltd. (hereinafter referred to as “the Company”).

Article 1 (Conditions of Use)

1. The User shall use the Service under the condition that they have agreed to the full content of these Terms of Service and the privacy policy for the Service separately prescribed by the Company (<https://www.mahjong-jp.com/privacyPolicy>, hereinafter referred to as “the Privacy Policy”).
2. The Service shall be provided in the form of a smartphone app, PC software, and software for other mobile devices, however, the forms of provision shall be subject to addition and change. A consent to these Terms of Service by the User for one of the forms of provision of the Service shall also be effective in relation to the use of the Service through other forms of provision.

Article 2 (Use by Minors)

1. In the event of the Service being used by a minor, all acts relating to the use of the Service (includes consent to these Terms of Service), including the purchase and payment for items sold for a fee, transactions requiring fees, and all other services that are provided for a fee (hereinafter collectively referred to as “Paid Services”), shall require the consent of a parent or legal guardian (hereinafter referred to as “Parent, Etc.”).
2. The Company may designate a monthly spend limit in relation to the use of the Service by a minor. In such a case, the minor may only purchase Paid Services within the range of the monthly spend limit designated by the Company.
3. In the event of a User who was a minor having used the Service after having reached adulthood, it shall be regarded that said User has approved all of the acts they performed in relation to the use of the Service while a minor.

Article 3 (Account Registration)

1. The Company shall issue to the User the user-specific account required for the use of the Service (hereinafter simply referred to as “Account”). The User shall use the Service via their own account and must not use an Account created by a third party.
2. The Company may set user registration procedures (hereinafter referred to as “Account Registration”) for the User. At Account Registration, the Company may make a request to the User for the provision to the Company of the information stated in each of the items of Article 10 Paragraph 1, such as the User’s email address and age (hereinafter referred to as “Registration Information”).
3. The Company may refuse a User’s Account Registration and their use of the Service, and in addition, in the event of having found that the User falls applicable under any of the items of Article 12 after Account Registration, may revoke the Account Registration. In such a case, the Company shall not disclose the reason for the refusal or revocation of Account Registration.
4. The User, in the event of a change having arisen to information relating to their Account, including Account Registration, shall promptly perform the change procedures by the method prescribed by the Company.
5. The User, in the event of changing the terminal device that they use, such as due to a change of model, and intending to continue to use the same account on their changed terminal

device (hereinafter referred to as “Succession”), shall follow the procedures specified by the Company. The scope to which Succession is available shall be prescribed by the Company.

Article 4 (Account, Etc., Management)

1. The User must not allow a third party to use, or share with a third party, their terminal device, Account, and password (hereinafter collectively referred to as “Account, Etc.”). The Company shall not manage the User’s terminal device.
2. The User, when using the Service, shall manage their Account, Etc., at their own responsibility, and shall bear full responsibility for the acts performed through the use of their Account, Etc.
3. The Company may regard the acts performed through the use of the User’s Account as acts performed by the User granted said Account, regardless of the actual person who performed such use.
4. Except where there is intent or gross negligence on the part of the Company, the Company shall not bear any responsibility for the malfunction or loss of the terminal device used by the User, attacks caused by malware, spyware, viruses, hacking, and cracking, etc., performed by third parties, insufficient management and erroneous use of an Account, Etc., or for use, etc., of an Account, Etc., by a third party.
5. The User, in the event of a concern that their Account, Etc., has been used without authorization by a third party, shall promptly notify the Company of this, and in addition, shall take the necessary measures in order to avoid such unauthorized use.
6. The Company shall not bear any responsibility for disadvantage incurred by the User (includes loss of any state that appears on the Service [includes but is not limited to the Service play data as well as the data obtained through the Paid Services prescribed in the following Article. Hereinafter referred to as “Usage Data, Etc.”]).
7. The User’s Account and any related virtual items including (a) virtual currency, including without limitation virtual coins, cash, tokens, or points, all for use in the Service and (b) virtual in-game items (hereinafter collectively referred to as “Virtual Items”) are owned by the Company. The Company gives the User a limited license and right to use the Account and the related Virtual Items while the Company offers the Service.
8. The User is not allowed to transfer Virtual Items outside of the Service (e.g. in the “real world”), for example by selling, gifting, or trading them. The Company won’t recognize those transfers as legitimate. The User is not allowed to sublicense, trade, sell, or attempt to sell Virtual Items for “real” money, or exchange Virtual Items for value of any kind outside of a game. Any such transfer or attempted transfer is prohibited and void, and the Company may terminate the User’s Account because of it.
9. The Service has been solely designed for the use of User to engage in social gaming that does not involve “real world” money. The Service is expressly not licensed to operate outside of a closed economy of Virtual Items. The Virtual Items used within the Service are in no way intended to be transferable, convertible, comparable, or used in place of “real world” money. The Company does not condone any secondary market between Users that seeks to act as an intermediary for the conversion of the Virtual Items to “real world” money, in any fashion, directly, indirectly or otherwise.

Article 5 (Paid Services)

1. The Company may provide Paid Services to the User on the Service. The Company may designate fees and other costs for acts between users as a part of the Paid Services.
2. The User may only purchase and pay for Paid Services to the Company by the price and payment method separately prescribed by the Company (subject to change). The Company, in the event of being unable to confirm the fact of a payment, despite the User having

performed the purchase procedures, may not reflect the results of the purchase in the User's Account.

3. In the event of a payment dispute having arisen between the User and a third party other than the Company, the User shall aim to resolve this with the third party, and the Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility.
4. The Company, except where separately prescribed by the Company, or where required by law, shall not provide refunds for Paid Services purchased by the User.
5. The Company may post conditions for the purchase, payment, and use, of Paid Services within the Service, or in another location that can be referenced from the Service. The User, if such a post has been made, shall purchase, pay, and use Paid Services in accordance with this.
6. The Company may use third party platforms for the provision of Paid Services. In such a case, the User shall comply with the terms of service of the third party platform, and the Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility for disputes that arise between the User and the third party platform.

Article 6 (Bearing of Costs)

1. The costs required for the purchase, introduction, and maintenance of the devices and software required for the use of the Service, communication fees such as for the use of data, electricity bills, and all other costs shall be paid by the User themselves, at their own responsibility.
2. The Company may propose a recommended environment in relation to the usage environment for the Service, however it shall prepare or bear any of the costs required for such an environment.

Article 7 (Attribution of Intellectual Property Rights)

1. Copyright, patent rights, trademark rights, and all other property rights relating to the Service (hereinafter referred to as "Intellectual Property Rights, Etc.") shall be attributable to the Company or a third party with legitimate authority for these.
2. The User must not duplicate, modify, broadcast, or use in any other manner that infringes on the Intellectual Property Rights, Etc., of the Company any of the information provided by the Company on the Service, without the consent of the Company. However, this shall not apply where the objective is personal use.
3. The User, in the event of livestreaming their gameplay or posting videos, must act in accordance with the Streaming Guidelines (subject to change at any time) separately prescribed and published by the Company.

Article 8 (Handling of Usage Data, Etc.)

1. The User, except where otherwise prescribed in this Agreement, shall not hold ownership, Intellectual Property Rights, Etc., or any other rights in any sense in regard to the Usage Data, Etc., and may use the Service limited to as permitted in these Terms of Service.
2. The Company, in the event of any of the following items being applicable, may delete all or a part of the Usage Data, Etc., or transfer or make other changes to this, at any time, and without prior notification to the User. In such a case, the Company shall endeavor to notify the User promptly after the fact of the deletion, transfer, or other change to all or a part of the applicable Usage Data, Etc., by the method prescribed by the Company.
 - (1) In the event of the content of the Usage Data, Etc., being in violation of these Terms of Service
 - (2) In the event of it having become difficult to maintain the Usage Data, Etc., at the

- Company due to a concern that the size of the Usage Data, Etc., exceeds the restrictions separately prescribed by the Company, or due to other technical reason
- (3) In the event of the Company having determined that it is necessary for the provision, maintenance, or management of the Service
 - (4) In the event of the Company having determined that hindrance is being caused to the smooth provision of the Service
 - (5) In other cases equivalent to the preceding items where deemed necessary by the Company

Article 9 (Handling of Post Data)

1. The Service may be furnished with a function (hereinafter referred to as "Posting Function") that allows for text, images, and other information (hereinafter referred to as "Post Data") to be published or transmitted by the User to a specified or unspecified number of other users.
2. The User shall bear full responsibility for the content of the Post Data, and the Company shall not bear any responsibility.
3. The User shall guarantee to the Company that the Post Data does not infringe on any rights or interests of a third party, including Intellectual Property Rights, Etc., privacy rights, portrait rights, and other personality rights (hereinafter collectively referred to as "Intellectual Property Rights and Personality Rights, Etc.").
4. The User, in the event of a complaint, litigation, or other dispute having been filed by a third party due to their Post Data, shall resolve this at the responsibility and expense of the User.
5. The Company, in addition to saving and accumulating Post Data for any purpose or form of use (includes the making of modifications and the use of modified version), may license use of Post Data to third parties at its discretion; the User consents to this. Such consent shall not cause impediment to the exercising of the copyright held by the User in regard to the Post Data.
6. The Company, if deemed necessary by the Company, may browse Post Data, or may delete all or a part of this.

Article 10 (Acquisition and Use of Information)

1. The Company may obtain the information stated below (hereinafter referred to as "User Data") through the use of the Service by the User.
 - (1) Nickname, icon image, age, gender, location of residence, email address
 - (2) Device information (device ID such as UDID hash value, device used, MAC address, OS, device language settings, country of access, etc.)
 - (3) Usage status of the Service (version of the Service, location information, usage history, etc.)
 - (4) Information relating to promos that have been participated in
 - (5) Information relating to inquiries, investigations into the cause of problems, surveying of User data, etc.
2. The Company, in the event of Post Data and User data (hereinafter collectively referred to as "the Data") falling applicable as personal information under the Personal Information Protection Act, shall handle such personal information and personal data appropriately, based on these Terms of Service and the Privacy Policy.
3. The Company may use the Data within the scope of the purpose of use stated in the Privacy Policy.
4. The Company, except where permitted under the Personal Information Protection Act or other relevant law or ordinance, shall not disclose the Data to a third party without the consent of the User.
5. The Company may delete the Data, at the discretion of the Company, if the Company has

deleted the User's account, or if the Company has ended the provision of the Service.

Article 11 (Prohibitions)

The User must not perform any of the acts stated in the following items or acts which may fall applicable thereto.

- (1) Acts that violate laws and ordinances, public order and morals, or these Terms of Service
- (2) Criminal acts, or acts which lead to or encourage the performance of criminal acts
- (3) Acts of posting information that is harmful to children (refers to the definition prescribed in Article 2 Paragraph 3 of the Act on Development of an Environment that Provides Safe and Secure Internet Use for Young People), acts which induce a child to become the other party to sexual relations
- (4) Acts in which text or images, etc., that other users may find obscene, such as child pornography, are transmitted or saved
- (5) All acts that have the objective of sexual intercourse, obscenity, or arranging encounters
- (6) Acts involving the transmission or saving of information about dating with an unfamiliar person
- (7) Acts of performing User Registration through the declaration of false information, other acts involving the provision or distribution of information that is contrary to the fact to the Company or a third party on the Service
- (8) Acts of recommending or soliciting the use or trading of drugs such as stimulants and narcotics, as well as other prohibited items, or consuming alcohol, smoking or gambling, etc., to a minor
- (9) Acts that induce or recommend suicide or self-harm
- (10) Acts that involve the posting of content that is insulting, offensive, or defamatory to a third party, or content that damages the honor or reputation of a third party, or any other acts of harassment
- (11) Acts of posting representations that lead to discrimination based on race, ethnicity, gender, beliefs, social status, location of residence, physical characteristics, medical history, education, and property, etc.
- (12) Commercial acts or acts preparing for commercial acts on the Service in which the Service or information provided on the Service is used (includes the sale or offering for sale of an account, regardless of type of consideration, outside of the Service)
- (13) Acts of solicitation for a political organization or a religious organization, other political or religious acts
- (14) Other acts in which personal information of users is illegitimately collected and used
- (15) Acts that infringe upon the Intellectual Property Rights and Personality Rights, Etc., of the Company or a third party
- (16) The creation, distribution, and use of external programs such as BOTs and cheat tools (including but not limited to external tools that manipulate the results obtained through the use of the Service in a form not intended by the Company)
- (17) Acts in which the results obtained by a third party through the use of an external program of the preceding Item are used for oneself
- (18) Acts in which the results obtained through the use of the Service are illegitimately manipulated alone or in collusion with other users, or through the use of the actions of another user
- (19) Acts which cause a significant burden on the servers or networks for the operation of the Service
- (20) Acts of unauthorized access
- (21) Acts in which information relating to bugs in the Service are intentionally provided

- or disclosed to a third party other than the Company
- (22) Behavior suggesting that the User is the Company, another user, or a person or organization, etc., relating to the Service, or other acts which cause any misunderstanding with a third party concerning the User's relationship with the Service
 - (23) Acts in which a computer virus is distributed
 - (24) Acts in which the programs used for the Service are modified, damaged, disassembled, decompiled, or reverse engineered
 - (25) Acts in which the OS installed on the Terminal Device is modified, damaged, disassembled, decompiled, or reverse engineered (includes rooting and jailbreaking)
 - (26) Acts in which damage or any other kind of inconvenience is caused to the Company or a third party (includes illegitimate acts on the Service such as collusion between players)
 - (27) Acts relating to or encouraging gambling through the use of the Service
 - (28) Acts relating to a dealing with another user results in a complaint, notification or otherwise that involves the use or alleged use of "real world" money
 - (29) Acts that cause hindrance to the proper provision of the Service
 - (30) Acts that cause harm to the reputation of the Company or the Service
 - (31) Other inappropriate acts equivalent to those of the preceding items

Article 12 (Restrictions and Stopping of Use, Deletion)

The Company, in the event of the actions of the User falling applicable under any of the following items, may stop or place restrictions on the use of the Service by that User, or may delete the Usage Data, Etc., or Account of that User.

- (1) In the event of having violated these Terms of Service, including the prohibitions of the preceding Article, or in the event of the Company having determined the possibility of this
- (2) In the event of the acts of the User (includes acts or failures to act outside of the Service) having caused damage or impediment to the provision of the Service, or in the event of the Company having determined the possibility of this
- (3) In the event of the Service having been used by a method not specified by the Company, or through other illicit method
- (4) In the event of the User having previously been sanctioned by the Company based on this Article
- (5) In other cases where the User can be deemed to be inappropriate as a user of the Service

Article 13 (Changing, Suspension, and Ending of the Service)

- 1. The Company may change the content of all or a part of the Service or may suspend or end the provision of the Service, at any time, at its sole discretion, and without prior notice to the User.
- 2. The Company, in the event of any of the following being applicable, may suspend or end the provision of the Service, either on a temporary or long term basis, without prior notice to the User.
 - (1) In the event that the Service can no longer be provided due to force majeure such as natural disasters, including earthquake, tsunami, typhoon, heavy rain and flooding, fire, power outage, or other unforeseen accident, war, dispute, civil disturbance, riot, social unrest, labor dispute, infectious disease, other epidemic, contagious disease, or social lockdown accompanying these
 - (2) In the event that the Service can no longer be provided due to regular or emergency maintenance on the systems, etc., required for the provision of the Service, network

line congestion, or a malfunction of the provider, etc.

- (3) In addition to the preceding items, other cases where it is necessary to suspend or end the provision of the Service due to a business-related or technical reason
3. The Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility for damage incurred by the User as a result of the changing, suspension, or ending of the Service based on this Article.

Article 14 (Disclaimer)

1. The User acknowledges that the services and information provided on the Service are subject to change on a daily basis. The Company shall not guarantee the existence of such services and information, nor the permanency of the content.
2. The Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility for any damage incurred by the User or a third party as a result of the use or inability to use the Service.
3. The Company shall not guarantee the completeness, accuracy, validity, usefulness, up-to-dateness, legality, or suitability for the User's purpose of use or environment of the Service and the information provided by the Service. The Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility for damage incurred as a result of the use or inability to use the Service or such information by the User.
4. The Company shall not guarantee the legality, integrity, safety, accuracy, absence of violation of public order and morals, or make any other guarantee, etc., of the content, etc., on any third party websites that can be reached through links from the Service. The Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility for loss and damage caused through the use of such a website by the User, or through the products or services, etc., provided through such use.
5. The Company does not in any way endorse "real world" money based third party advertisements. Any advertisement that either expressly or by implication, illudes to the use of "real world" money with the Service is prohibited. The Company will never endorse or agree to a third party using the Service for "real world" money advertising. Any party found to be advertising "real world" money gambling that mentions, names, or displays the Service, the Company's website, or any of its associated intellectual property, will be in breach of these Terms of Service and may also be in breach of the law depending on the jurisdiction of the advertiser. The Company reserves the right to terminate the User's Account immediately and without notice to the User if the User engages in prohibited advertising of the Service. Additionally, the Company may also serve the User with a cease-and-desist letter where it is deemed necessary. The Company reserves its rights at law and under these Terms of Service to recover all monies associated with the costs of any such cease-and-desist notices. The User agrees to indemnify the Company for those costs and any other reasonable costs associated with the removal of advertising prohibited by these Terms of Service or under law, or anything in relation to such matters.
6. The Company shall not guarantee that the Service does not violate any rights of a third party.
7. The Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility for disputes that arise between the User and a third party as a result of the use of the Service.
8. The Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility for any damage incurred by the User as a result of a third party act, including unauthorized access or the introduction of a computer virus to the Service.
9. The Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility for damage incurred by the User due to a

telecommunications business operator, electricity business operator, or other business operator.

10. The Company, except where there is intent or gross negligence on the part of the Company, shall not bear any responsibility for damage incurred by the User as a result of the deletion or loss of information relating to the Service, the loss of data through the use of the Service, malfunction or damage to a device, or for other damage incurred by the User in relation to the Service.

Article 15 (Compensation for Damages)

1. The User, in the event of having caused damage to the Company as a result of the violation of these Terms of Service, or due to a reason to which it falls attributable, shall compensate the Company for the damage incurred by the Company (includes reasonable attorney fees).
2. Notwithstanding the provisions on disclaimers for the Company in these Terms of Service, even in the event of the Company bearing the liability to compensate the User for damages based on the Consumer Contract Act or other applicable law or ordinance, the liability of the Company shall be limited to the total amount of fees and other economic consideration that were actually received from the user in the one month period prior to the date on which the cause of the damage arose. This shall not apply in the case of there being intent or gross negligence on the part of the Company, however, even in such a case, the liability to compensate for damages of the Company shall be limited to the damage directly incurred by the User, and shall not include indirect damages such as consequential damages, incidental damages, or lost profits, regardless of whether or not the matter could have been or could not have been foreseen by the Company.

Article 16 (Prohibition of the Transfer of Rights and Obligations)

The User must not transfer to a third party, change the holder, pledge, provide as collateral, or dispose in any other manner the position as User held in relation to the Service under these Terms of Service, or all or a part of the rights or obligations thereunder.

Article 17 (Notifications)

1. Notifications and other communications of the Company to the User (hereinafter referred to as "Notifications, Etc."), except where otherwise prescribed in these Terms of Service, shall be performed by being posted on the Service, posted on the Service's website (hereinafter referred to as the "Company Website"), or via email or other method prescribed by the Company.
2. In the event of the Company having issued a Notification, Etc., to the email address or other contact information included in the User's Registration Information, the User shall be regarded as having received such a Notification, Etc., at the time the Notification, Etc., was sent by the Company.
3. Inquiries and other Notifications, Etc., of the User to the Company in relation to the Service shall be directed to the contact email address below.
The Company's Inquiry Email Address: riichicitysupport@mahjong-jp.com
Twitter Account: @mahjongpet

Article 18 (Revision of these Terms of Service)

1. The Company, if deemed necessary by the Company, may change these Terms of Service without the consent of the User; the User acknowledges this in advance. The Company shall not bear any responsibility for disadvantage or damage incurred by the User as a result of a change to these Terms of Service.
2. In the event of having changed these Terms of Service, the Company shall notify the User of the fact and content of the change by email, posting on the Company Website, Etc., or by

other appropriate method, and in addition, shall post the changed version of these Terms of Service on the Service and on the Company Website. Changes to these Terms of Service shall be applied from the effective date prescribed by the Company.

3. Notwithstanding the provisions of Paragraph 1, in the event that a change to these Terms of Service will have a significant negative impact on the User, or in other cases where deemed necessary by the Company, the Company shall notify the User of the fact that these Terms of Service will be changed, the content of the change, and the effective date of the changed version of these Terms of Service, by no later than two weeks prior to the effective date.
4. The User, in the event of having continued to use the Service after these Terms of Service have been changed, shall be regarded as having consented to the change.

Article 19 (Effectiveness of these Terms of Service)

1. Even in the event of a part of the provisions of these Terms of Service being determined to be invalid based on laws and ordinances, etc., this shall not have any impact on the effectiveness of the other provisions.
2. Even in the event of a part of the provisions of these Terms of Service being determined to be invalid in relation to the User, or having been withdrawn, this shall not have any impact on effectiveness with other users.

Article 20 (Governing Law and Jurisdiction)

1. These Terms of Service shall be governed by Japanese law and shall be construed in accordance with the laws of Japan.
2. The Tokyo District Court shall be the agreed court of exclusive jurisdiction in the first instance for all disputes relating to the Service.

Formulated 27/10/2022

Formirai Co., Ltd.