

“xSync Prime Collaboration” Terms of Use of Services

V-CUBE shall provide “xSync Prime Collaboration” based on the following terms of use of services (“Terms”).

1 Definitions

“ID” means ID or license key issued by V-CUBE to the Customer with respect to the Services.

“V-CUBE” means V-cube, Inc., a company incorporated under the laws of Japan, having its principal place of business at 1-17-3, Shirokane, Minato-ku, Tokyo, Japan.

“V-CUBE Partner” means any legal entity recognized by V-CUBE as a partner for purpose of providing the Services.

“Customer” means (i) a legal entity that applies for the Services in accordance with these Terms and to whom V-CUBE has set the URL, or (ii) those who use the Services as an invitee of the said legal entity.

“Customer Content” means any data content that is uploaded by the Customer to the Services.

“Invited User” means Customer who use the Services by being invited by a legal entity which has been set the URL for the Services from V-CUBE.

“Information Terminal” means hardware equipment, such as computers, smart phones and tablets, necessary for use of the Services.

“Registration Information” means the name, address, email address, password, credit card information and other information V-CUBE acquired which is necessary for providing the Services to the Customer and the Customer will register with V-CUBE.

“Agreement” means the terms of use of the Services in accordance with these Terms.

“Site” means <http://www.vcube.com/terms/> or any successor or parallel web site.

“Services” means visual communication services “xSync Prime Collaboration”, including “xSync Prime Collaboration Cloud Service” and “xSync Prime Collaboration Private Cloud Services”.

“Service Equipment” means electronic equipment, data center, network equipment, or software in relation to said equipment, with respect to providing the Services.

“Software” means software especially required for the use of the Services.

2 The Terms

2.1 These Terms govern the terms in connection with the use of the Services between V-CUBE and the Customer.

2.2 By applying to or starting the use of the Services, the Customer is deemed to have agreed to the Terms. The Customer shall read these Terms carefully before applying to or starting the use of the Services.

2.3 V-CUBE may amend these Terms at any time without obtaining approval of the Customer. Amendment of the Terms becomes effective from the time V-CUBE posts such amended Terms on the Site. The Customer should periodically visit the Site to examine the updated Terms.

3 Services

3.1 V-CUBE allows the Customer to use the Services and Software in a non-exclusive manner provided that the Customer agrees to be in compliance with these Terms.

3.2 The Customer will arrange, at its own responsibility and expense, for Information Terminals or any other peripheral equipment and an Internet connection which may become necessary for using the Services.

3.3 Unless expressly stipulated in these Terms, patent rights, utility model rights, design rights, trademark rights, copyright and any other intellectual property rights relating to the Services and/or the Software belong to V-CUBE. The Customer will not acquire any intellectual property rights relating to the Services and/or the Software, or references or documents V-CUBE provides in relation to the Services or the Software.

3.4 Any rights in connection with the comments, feedback, proposals, ideas and other propositions collected by V-CUBE in connection with the Services and/or the Software (collectively, “Proposals”) belong to V-CUBE, and the Customer agrees not to assert any right including copyright and other intellectual property right to the Proposals against V-CUBE.

3.5 V-CUBE may, in its sole discretion, update functions, interface of the Services and/or Software. Provided however, V-CUBE has no obligation to implement such updates. The Customer will be deemed to agree to these Terms upon the use of the Services and/or Software with the Updates

3.6 The Services and/or the Software may have functions designed to interoperate with services provided by third party vendors other than V-CUBE (“Affiliated Services”). The Customer may be required to use the Affiliated Services from the vendor to use the Services and/or the Software, and in such case the Customer will abide by the terms of use with such vendors in connection with the use of the Affiliated Services. If the Affiliated Services become unavailable due to termination of the Affiliated Services by the vendors and other reasons, V-CUBE may terminate the provision of such functions, and V-CUBE shall not be in any way liable for any damages the Customer may suffer due to such termination.

3.7 V-CUBE may entrust all or part of the Services to third party which V-CUBE considers appropriate, at V-CUBE’s own responsibility and expense.

3.8 The Customer may invite the Invited User to use the Services, or allow the Invited User to use the Services and the Software, only within the extent the Services or the Software functionally are expected for use, and solely for the purpose of processing the Customer’s own business. In such cases, the acts of the Invited User shall be deemed as the acts of the Customer.

4 ID

4.1 The Customer shall manage its ID properly to prevent unauthorized use. In addition, the Customer shall change the password for the Services periodically, use characters that cannot be easily analogized by others or otherwise take sufficient care and proper management to prevent unauthorized use.

4.2 The Customer shall notify V-CUBE immediately and adhere to V-CUBE’s instructions of any unauthorized use of IDs or the possibility thereof the Customer becomes aware.

4.3 V-CUBE shall not be in any way liable for any damages the Customer may suffer due to the unauthorized use of the ID.

5 Application for the Services

- 5.1 This Agreement shall be made and entered into directly by and between the Customer who uses the Services and V-CUBE.
 5.2 Application for the Services shall not be made jointly by plural legal entities.
 5.3 Application for the Services shall be made in a manner of submitting the application form prescribed by V-CUBE or V-CUBE Partner.
 5.4 The Customer shall represent and warrant that the person indicated as responsible person of the Customer in the application form is duly authorized to execute this Agreement.
 5.5 As a result of examination, V-CUBE may or may not approve the application for use of the Services at its discretion.
 5.6 V-CUBE notifies the Customer when accepting the Customer's application for the Services by designating the day of the start of the use. The Agreement shall become effective when such notice reaches the Customer.

6 Term of the Services

- 6.1 The minimum term of use of the Services shall be as follows, unless otherwise agreed upon by the Customer and V-CUBE in writing:
 (i) If the day of the start of the use is the 1st day of the month, the minimum term of the use shall be six (6) months starting from such 1st day;
 (ii) If the day of the start of the use is not the 1st day of the month, the minimum term of the use shall be six (6) months starting from the 1st day of the following month of the month including the day of the start of the use.
 6.2 If a written notice for cancellation provided in 9.1 from the Customer does not arrive to V-CUBE or a V-CUBE Partner at least one (1) month prior to the expiration date, the term shall be automatically renewed for another six (6) months and the same shall apply thereafter. Provided, however, if V-CUBE and the Customer separately agree on the renewal term in writing, such agreed term shall be applied.

7 Service Fees

- 7.1 There are Service Basic Fee and Option Use Fee for the Service Fee. Service Basic Fee includes Initial Fee and Monthly Use Fee. Monthly Use Fee and Option Use Fee have two types of payment, Monthly Fee and Pay-As-You-Go Fee.
 7.2 The Customer shall be charged the Service Fees from the day of the start of the use which V-CUBE designates. Provided, however, this shall not be applied to cases V-CUBE and the Customer separately agree and set the day of the start of the charge in writing.
 7.3 The Service Fees shall be based on the quotation presented by V-CUBE or V-CUBE Partner.
 7.4 The Services Fees are based on various conditions expressly stipulated in these Terms. The Service Fees shall be changed only if and to the extent V-CUBE expressly agree to change the conditions in written form.
 7.5 The payment method of the Service Fees shall be wire transfer to the account of financial institution designated by V-CUBE. The Customer shall bear the wire transfer fee and if such transfer fee is deducted from the Customer's payment, V-CUBE adds the amount equals to such fee to the either of the subsequent invoices to the Customer.
 7.6 Due date of each Service Fes is as follows. Provided, however, if V-CUBE and the Customer separately agree on the due date, such agreed due date shall be applied:

Service Basic Fee (Initial Fee)	End of the following month of the month which includes the day of the start of use;
Service Basic Fee (Monthly Fee)	End of the following month of the then current month of use;
Option Use Fee	End of the following month of the then current month of use;
Pay-as-you-go Fee	End of the following month of the next month of the then current Pay-as-you-go Fee of the current month.

- 7.7 Monthly Use Fee and Option Use Fee will not be pro-rated even the Agreement is terminated during the month.
 7.8 The Service Fees may be invoiced by V-CUBE Partner. In such case, the Customer shall pay the Services fee to the V-CUBE Partner.
 7.9 Unless expressly stipulated in these Terms, the Service Fees shall not be refunded.
 7.10 If the Service Fees are not paid by the payment due date, the Customer automatically loses the benefit of term in connection with any liability against V-CUBE.
 7.11 If the Service Fees are not paid by the payment due date, the Customer shall pay delay damages of unpaid amount at the rate of 14.6% per year from the next day of the payment due date until the actual payment date.
 7.12 If the Service Fees are not paid by the payment due date, V-CUBE may either immediately stop providing the Services or refuse to continue or renew the Agreement. V-CUBE shall not be in any way liable for any damages the Customer may suffer due to such measures.

8 Change of the Services

- 8.1 Application for the change of the Agreement shall be made in a manner of submitting the application form prescribed by V-CUBE or V-CUBE Partner.
 8.2 As a result of examination, V-CUBE may not approve all or part of the application for change of the Services.
 8.3 V-CUBE notifies the Customer when accepting the Customer's application for such change with designating the day of the change of the Services. The change of the Agreement shall become effective when such notice reaches the Customer.
 8.4 V-CUBE may request the Customer to bear the setting change expense, depending on the contents of the change. Such setting change expenses fee shall be based on the quotation presented by V-CUBE or V-CUBE Partner.
 8.5 The Customer shall not assign, lend, or establish security on any right or obligation under the Terms to any third party without the prior written consent of V-CUBE. Even with such consent, the payment of the Services fee shall be made by the party which V-CUBE designates upon such consent.
 8.6 If there is the assignment of the status for the Customer, V-CUBE and the Customer agree as follows:

- (i) If the Customer merges or consolidates with other legal entity, the surviving legal entity or newly established legal entity after the merger or consolidation shall succeed the Customer's status, and such legal entity may use the Services as new Customer. Same shall apply to the cases for corporation split and any other comprehensive succession cases.
- (ii) The legal entity which succeeded the Customer's status prescribed in the prior paragraph shall promptly report to V-CUBE with the document proving the fact of succession or any other document V-CUBE designates, within thirty (30) days from the day of such succession.
- (iii) If V-CUBE considers inappropriate to continue this Agreement with the legal entity succeeded the Customer's status prescribed in (i), V-CUBE may terminate the Agreement within thirty (30) days from the notification of the previous paragraph. In such case, V-CUBE shall not be in any way liable for any damages the Customer or the legal entity succeeded the Customer's status may suffer due to such termination.

9 Termination of this Agreement by the Customer

- 9.1 Application for the termination of this Agreement shall be made in a manner of submitting the application form prescribed by V-CUBE or V-CUBE Partner.
- 9.2 When the Customer desires to terminate this Agreement before the expiration date of the term of use of the Services, the Customer shall notify V-CUBE or V-CUBE Partner one (1) month prior to the expected day of termination. In this case, the Customer shall pay Service Fees for the rest of the term in a lump sum, upon the request from V-CUBE or V-CUBE Partner on or before the termination date.

10 Protection of Content

- 10.1 Any right in connection with the Customer Content shall not be acquired by V-CUBE.
- 10.2 Without consent of the Customer, V-CUBE shall not conduct the following acts:
 - (i) The act of altering or modifying any Customer Content;
 - (ii) The act of disclosing any Customer Content to third parties; provided, however, this shall not apply where disclosure is required under laws, regulations, rules of a securities exchange or a securities dealers association, or disclosure is required by public institutions including courts, competent authorities or investigative institutions;
 - (iii) The act of accessing any Customer Content; provided, however, this shall not apply to access in order to provide the Services, to prevent or respond to business or technical issues, or when necessary for providing support for the Customer's use of the Services.
- 10.3 The Customer Content will be deleted in principle on the day following the termination of this Agreement or the expiration of the term.

11 Prohibited Acts

- 11.1 The Customer shall not conduct the following acts upon use of the Services and/or the Software:
 - (i) The act of uploading the Customer Content that:(a) infringes or would infringe any right of any third party (b)violates any law, statute, ordinance, or regulation, (c) contains any viruses, worms, or any other similar programs;
 - (ii) The act of posting unauthorized advertising, promotional materials, "junk mail," or "spam";
 - (iii) The act of using the Services and/or the Software together with devices, programs or services to evade technical measures introduced to restrict access to protected Contents;
 - (iv) The act of assigning or resetting the authority regarding the Services and/or the Software to third parties such as redistributing, establishing security on, selling, reselling, lending, leasing, timesharing, loaning, creating or assigning secondary licenses of the Services and/or the Software and the like, whether within the extent permitted by laws or regulations, and whether directly, indirectly, with or without compensation (excluding the act by the customer of ID-Based Plan to allow a third party other than the owner to use the service via such ID of ID-Based Plan);
 - (v) The act of disclosing or divulging the ID to others;
 - (vi) The act of damaging the credit of V-CUBE, the Services and/or the Software;
 - (vii) The act of attempting unauthorized access to the system of the Services, Affiliated Services or other Customer Content;
 - (viii) The act of interpolating or undermining the integrity of other Customer Content on the Services;
 - (ix) The act of removing, altering or adding notices, legends, symbols, labels and any other representation of rights including trademark, logo, copyright or other associated with the Services;
 - (x) The act of attempting to derive the source code of the Services and /or the Software by decompiling, disassembling, reverse engineering or otherwise, or in any way ascertaining, deciphering or obtaining the communications protocols for accessing the Services and/or the Software, or the underlying ideas or algorithms of the Services and/or the Software;
 - (xi) The act of modifying the Services and/or the Software or creating any derivative works of the Services and/or the Software, including but not limited to customization, translation, or localization of the Services and/or the Software;
 - (xii) The act of copying all or a part of the Services and/or the Software, or other Customer Content;
 - (xiii) The act of interfering with any other party's use and enjoyment of the Services or otherwise use the Services in any manner that could damage, disable, overburden or otherwise the Site, or Services or any Affiliated Services;
 - (xiv) The act of accessing the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or development of competitive products or services, or for purposes of imitating or copying the characteristics, functions or graphics of the Services;
 - (xv) Other acts considered inappropriate by V-CUBE in light of matters considered necessary for the stable and sustained provision of the Services by V-CUBE.

12 Suspension of the Service

- 12.1 V-CUBE may suspend all or part of the Service if either of the following events happens;
 - (i) In the event V-CUBE reasonably believes that it is inevitable for providing the Service stably, including the maintenance of the equipment of the Services, change of the devices for the Service improvement (including the planned maintenance

- operation); or
- (ii) In the event the Service is difficult to be provided due to the failure of equipment of the Service.
- 12.2 In the event of the suspension of the Service in 12.1, V-CUBE shall provide prior notice to the Customer influenced by the suspension together with the reason and the term of the suspension. Provided, however, this shall not be applied to emergency cases, and in such an event V-CUBE shall notify the Customer after the suspension of the Services without delay.
- 12.3 The Services Fee for the term of the suspension shall not be exempted, discounted, or settled, unless otherwise expressly stipulated in the Terms.
- 12.4 V-CUBE may take measures to restrict the Services in case of emergency including force of nature, earthquake, or fire occur or likely to occur, for the purpose of preventing the emergency situations, or making support for rescue or for securing traffic, communication, or power supply or public order, or any other processes preferred to be taken emergently and for the public interest. V-CUBE shall in no event liable for any damages the Customer may suffer due to such measures.
- 13 **LIMITATION OF LIABILITY AND INDEMNITY**
- 13.1 UNLESS EXPRESSLY STIPULATED IN THESE TERMS, V-CUBE HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND (IF ANY), EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, RELIABLE (INCLUDING THE COMPLETENESS AND CERTAINTY OF COMMUNICATIONS), AVAILABLE, ACCESSIBLE, SECURE, ERROR-FREE, VIRUS-FREE; THAT DEFECTS WILL BE CORRECTED; MERCHANTABILITY, QUALITY SATISFACTION, OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 13.2 THE CUSTOMER MAY NOT BE ABLE TO USE THE SERVICES AND/OR THE SOFTWARE CONVENIENTLY DUE TO THE FOLLOWING CAUSES. IN SUCH CASE, V-CUBE SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER DUE TO THE UNAVAILABILITY OF THE CONVENIENT USE OF THE SERVICES AND/OR THE SOFTWARE.
- (I) FAILURE OF THE INFORMATION TERMINAL OR OTHER HARDWARE THE CUSTOMER USES INCLUDING WITHOUT LIMITATION WRONG PARTS, POOR QUALITY, LOW SPECIFICATION, HARDWARE COMPATIBILITY;
- (II) FAILURE OF THE OS OF THE INFORMATION TERMINAL OR OTHER SOFTWARE THE CUSTOMER USES INCLUDING WITHOUT LIMITATION WRONG PARTS, POOR QUALITY, LOW SPECIFICATION, TROUBLES IN THE SETTINGS SUCH AS TIME AND LANGUAGE SETTINGS, SOFTWARE COMPATIBILITY;
- (III) FAILURE OF THE INTERNET CONNECTION THE CUSTOMER USES INCLUDING WITHOUT LIMITATION DISCONNECTION AND LACK OF BANDWIDTH;
- (IV) PERIODIC MAINTENANCE OR EMERGENT FAULT RECOVERY OF THE SERVICES;
- (V) FAILURE OF THE SERVICES LINKED TO THE SERVICES OR AFFILIATED SERVICES;
- (VI) FAILURE OF EQUIPMENT INCLUDING WITHOUT LIMITATION DATA CENTER OF THE SERVICES;
- (VII) HEAVY TRAFFIC BEYOND THE CAPABILITY OF SERVERS, SYSTEMS, DATA CENTERS AND LINE BANDWIDTH DUE TO CAUSES UNFORESEEABLE BY V-CUBE;
- (VIII) MEASURES TAKEN BY V-CUBE AT THE REQUEST OF PUBLIC AUTHORITY TO PRIORITIZE EMERGENCY COMMUNICATION FOR PUBLIC INTEREST.
- 13.3 V-CUBE SHALL NOT BE IN ANY WAY LIABLE FOR NON-PERFORMANCE OR DELAY IN PERFORMANCE CAUSED BY ANY FORCE MAJEURE EVENTS REASONABLY BEYOND THE CONTROL OF V-CUBE, INCLUDING BUT NOT LIMITED TO, WARS, HOSTILITIES, REVOLUTIONS, RIOTS, CIVIL COMMOTION, TERRORISM, NATIONAL EMERGENCY, EPIDEMICS, FIRE, FLOOD, EARTHQUAKE, FORCE OF NATURE, EXPLOSION, EMBARGO OR OTHER ACTS OF GOVERNMENT AGENCIES, STRIKES AND OTHER LABOR DISPUTES (EXCLUDING THOSE BY V-CUBE EMPLOYEES), UNAVAILABILITY OR INSTABILITY OF THE INTERNET, DOS ATTACKS OR ANY ACT OF GOD.
- 13.4 V-CUBE SHALL NOT BE IN ANY WAY LIABLE FOR ANY DAMAGES THE CUSTOMER MAY SUFFER, EVEN IF THE CUSTOMER SUFFERS DAMAGE DUE TO DELAY OR NON-PERFORMANCE OF THE SERVICES. PROVIDED, HOWEVER, IN THE EVENT THE CUSTOMER'S DAMAGE IS JUDGED TO BE ATTRIBUTABLE TO INTENTION OR GROSS NEGLIGENCE OF V-CUBE, V-CUBE SHALL BE LIABLE FOR COMPENSATION FOR SUCH DAMAGE. IN SUCH EVENT, THE SCOPE OF THE DAMAGE WHICH V-CUBE IS LIABLE FOR COMPENSATION WILL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER TO V-CUBE FOR THE SERVICES IN THE PREVIOUS 1 MONTH PRECEDING THE CLAIM FOR COMPENSATION FOR DAMAGES, AND THE DAMAGE WHICH V-CUBE IS LIABLE FOR COMPENSATION IS ACTUAL DAMAGES DIRECTLY CAUSED BY ACTIONS OF V-CUBE AND V-CUBE SHALL NOT BE LIABLE TO THE CUSTOMER FOR ANY LOST INCOME, INDIRECT DAMAGES, SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, EXEMPLARY DAMAGES, INCIDENTAL DAMAGES, SPECIAL, PUNITIVE DAMAGES OR THE LIKE WITHIN THE SCOPE OF THE APPLICABLE LAWS AND REGULATIONS, REGARDLESS OF THE CAUSE OF THE COMPENSATION FOR DAMAGES, AND WHETHER BY CONTRACT, TORT OR ANY OTHER LEGAL GROUND, EVEN IF V-CUBE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.5 IN THE EVENT THE CUSTOMER IS SUED BY A THIRD PARTY FOR COMPENSATION FOR DAMAGES, OR WHERE LIABILITY, DAMAGES AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) OCCUR DUE TO VIOLATION OF THE PROVISION OF ARTICLE 11 OF THE TERMS, THE CUSTOMER SHALL AT ITS OWN RESPONSIBILITY AND EXPENSE PROCURE RESOLUTION, AND SHALL HOLD V-CUBE HARMLESS.
- 14 **Adjustment of the Service Fee**
- 14.1 If the Customer cannot use all or part of the Services for twenty-four (24) hours or more continuously, V-CUBE shall adjust the Service Fee in accordance with this Article when requested by the Customer.
- 14.2 Amount of the adjustment of the Service fee shall be calculated as follows. The amount of hours during which the Customer was unable to use the Services divided by twenty-four (24) (any fraction less than the decimal point shall be rounded off) times one-

- thirtieth (1/30) of the Monthly Fee for the relevant Services. In such event, the amount of time unable to use shall be assessed and determined by V-CUBE.
- 14.3 The adjustment of the Service Fee shall be made in a manner of setting off the adjustment fee and the Service Fee for the following month or the month afterwards.
- 14.4 The Customer's right in this Article shall expire if the Customer fails to claim for the adjustment in accordance with the Article 14.1 within one (1) month from the date when the event the Customer cannot use all or part of the Service occurred.
- 15 Termination of this Agreement by V-CUBE
- 15.1 V-CUBE may terminate this Agreement by giving reasonable period of notice if the Customer is in breach of any terms of this Agreement.
- 15.2 V-CUBE may suspend or discontinue without notice all or part of the Service or terminate this Agreement without prior notice to the Customer if the Customer falls under any of the following;
- (i) In the event the Registration Information is found to be untrue;
 - (ii) In the event any board member, employee, or related person of the Customer is found to be or used to be an organized crime group, a member of an organized crime group, or any other anti-social forces including criminal group related corporation (hereinafter collectively "Anti-Social Forces");
 - (iii) In the event the customer is under the influence of or has the business relationship with Anti-Social Forces;
 - (iv) In the event the Customer commits swindling, violent, or threatening behaviors against V-CUBE;
 - (v) In the event the Customer or any other related entity or person identifies himself as the Anti-Social Forces to V-CUBE;
 - (vi) In the event the Customer becomes the subject of provisional seizure, provisional disposition, compulsory execution, petition for auction, suspension of transactions by a bill clearinghouse or coercive collection of tax and dues, or has a cause for receiving the petition, disposition or notice thereof, or other events which materially change its financial credibility;
 - (vii) In the event the Customer stops payment, becomes unable to pay or insolvent, or becomes the subject of a petition for bankruptcy, rehabilitation, liquidation and other insolvency proceedings, regardless of whether legal procedure or private resolution, or files a petition for the same;
 - (viii) In the event V-CUBE reasonably believes all or part of the equipment of the Service is unable to use, and not expected to recover, due to the force of nature, earthquake, fire or any other cause which is not attributable to V-CUBE;
 - (ix) In the event V-CUBE finds the Customer's conducts malicious in respect of the Customer's use of the Service or the Software;
 - (x) In the event V-CUBE finds the Customer inadequate such as where V-CUBE considers that the Services fee lacks economic rationality in light of the manner of use by the Customer;
 - (xi) In the event V-CUBE starts providing the new service similar to the Services;
- 15.3 If V-CUBE terminate this Agreement in accordance with this Article, the Customer shall automatically loses the benefit of term in connection with any liability against V-CUBE;
- 15.4 V-CUBE shall not be in any way liable for any damages the Customer may suffer due to the termination under this Article;
- 15.5 In the event V-CUBE suffers from any damages when V-CUBE terminates this Agreement under this article, V-CUBE may claim for compensation for such damages against the Customer.
- 15.6 If V-CUBE terminates this Agreement before the expiration of the minimum term of use, the Service fee for the use of the rest of the term shall be deemed to be a part of the damages amount incurred in V-CUBE.
- 16 Notices to the Customer
- 16.1 V-CUBE shall give notice to the Customer regarding the Services to the address in the Registration Information.
- 16.2 The Customer shall promptly notify V-CUBE of any changes to the Registration Information. V-CUBE may request the Customer to submit materials evidencing the change.
- 16.3 If notice from V-CUBE to the Customer is delayed or not delivered due to the lack of notice of change of Registration Information, such notice will be deemed to be delivered at the time when such notice should have normally been delivered and V-CUBE shall not be in any way liable for any damages the Customer may suffer due to such events.
- 17 Termination of the Services
- 17.1 If V-CUBE assigns the business concerning the Services to another party (including without limitation through merger or corporate split) the rights and obligations under these Terms, the Registration Information and the Customer Content will be inherited by the assignee of the assignment and the Customer shall agree with such inheritance in advance.
- 17.2 V-CUBE shall give six (6) months' prior notice to the Customer in principle if it terminates the Services.
- 18 Compensation for damage
- 18.1 If the Customer injures V-CUBE in connection with the use of the Services and/or the Software, V-CUBE shall be entitled to claim for compensation for such damage against the Customer.
- 19 Information Protection
- 19.1 V-CUBE shall not disclose or divulge Registration Information to any third party. Provided, however, V-CUBE may disclose the requested information where disclosure is required under laws, regulations, rules of a securities exchange or a securities dealers association, or disclosure is required by public institutions including courts, competent authorities or investigative institutions, and V-CUBE shall not be in any way liable for any damages the Customer may suffer due to such disclosure.
- 19.2 V-CUBE shall not disclose personal information included in the Registration Information without the consent of the customer of such personal information, in accordance with Act on the Protection of Personal Information ("Kojinjyohogohou"). Provided however, V-CUBE may disclose the personal information where disclosure is required by public institutions including courts, competent authorities or investigative institutions upon the lawful procedure of disclosure request provided in law or regulations,

and V-CUBE shall not be in any way liable for any damages the Customer may suffer due to such disclosure.

19.3 The Customer shall not disclose or divulge to any third party, any other information identified as confidential and disclosed to the Customer in connection with this Agreement, without the prior written consent of V-CUBE.

20 General Provisions

- 20.1 If V-CUBE does not exercise any rights under these Terms, this will not be taken to be a waiver of V-CUBE's rights hereunder.
- 20.2 If any provision of these Terms is held by a court to be invalid, the provision shall be modified by the court and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these terms shall remain in effect.
- 20.3 These Terms shall be governed by and construed in accordance with the laws of Japan. The Tokyo District Court shall be the exclusive agreement jurisdictional court of the first instance with respect to any disputes concerning these Terms.
- 20.4 These Terms constitute the entire agreement between V-CUBE and the Customer with respect to the use of the Services and supersedes all other (prior or contemporaneous) communications, proposals, or representations, whether electronic, oral, or written between V-CUBE and the Customer.

End.

Revision History

October 10th, 2014: Established.

April 1st, 2015: Update

December 31st, 2017: Update

July 13th, 2018: Update

February 18th, 2019: Last Revised.