

# **“Kuroco” Terms and Conditions of Use**

This “Kuroco” Terms and Conditions of Use (these “T&C”) stipulate the terms and conditions for the provision of the Service (defined below) to be provided by Diverta Inc. (Head Office: 1-1, Kaguragashi, Shinjuku-ku, Tokyo)(“**Diverta**”), and the matters to be observed and understood between Diverta and the User with respect to use of the Service by the User. In order for the User to use the Service, the User shall read the full text of this T&C and consent to this T&C.

## **Chapter 1: General Rules**

### **Article 1 (Purpose and Scope)**

- 1 This T&C shall set forth the terms and conditions for the provision of the Service by Diverta and the rights and obligations between Diverta and the User with respect to the use of the Service, and shall apply to any and all relationships relating to the use of the Service between Diverta and the User.
- 2 In the event of discrepancies between the terms of this T&C and the description or terms on the Website or documents other than this T&C prepared by Diverta (collectively, the “**Non-T&C Provisions**”), the terms of this T&C shall prevail.

### **Article 2 (Definitions)**

The following terms used in this T&C shall have the meanings set forth below.

- (1) “**Service**” means the group of services provided by Diverta as “**Kuroco**” for the content management system and its associated services (including, in the event of any change made to the name or content of the Service for any reason, the service after such change). The specific service names are specified in Article 28.
- (2) “**Service Use Agreement**” means the service use agreement entered into between Diverta and the User, subject to the terms and conditions of this T&C.
- (3) “**User**” means a person (including a legal representative) who has entered into a Service Use Agreement with Diverta in accordance with Article 6 (User Registration) upon use of the Service.
- (4) “**Sub-User**” means a person who has been invited by the User to use the Service together with the User.
- (5) “**ID**” means an e-mail address or any other identification information having the authority to use or manage the Service.
- (6) “**User Data**” means the data that the User and the Sub-User handle during the use of the Service through input, storage or otherwise.
- (7) “**Website**” means the website provided by Diverta in the domain of “https://kuroco.app/”

(including, in the event of any change made to the domain or content of the website operated by Diverta for any reason, the website after such change).

- (8) “**Anti-Social Forces**” means, collectively, the persons listed in each item of Paragraph 1 of Article 20 (Elimination of Anti-Social Forces).

### **Article 3 (Provision and Change of Service)**

- 1 The contents of the Service shall be as specified on the Website from time to time.
- 2 Diverta may change the functions of the Service at its sole discretion. If any change is made to the Service, except where a new function is added (therefore, not a change) to the Service, Diverta shall notify the User in accordance with Article 4 (Changes to T&C).

### **Article 4 (Changes to T&C)**

- 1 Diverta may change (including any revisions, the same shall apply hereinafter) the terms of this T&C in accordance with this Article 4.
- 2 When changing the terms of this T&C, Diverta will, at least 30 days in advance of any change made to the terms of this T&C, (a) notify at the Website of any change to this T&C with the revised T&C and the effective date of such change, and (b) send the User a notice of such change in writing (collectively, the “**Notice of Changes**”).
- 3 The User may file an objection against such change by e-mail within 30 days after receipt of the Notice of Changes, and if such change is (a) a revision of Fee Table (the “**Fee Table**”) as described on the service information pages of the website pursuant to Article 7 (Fees), or (b) not in conformity with the general interests of the User, then the Service Use Agreement with the objecting User shall be terminated at the time when the objection is filed.

### **Article 5 (Support)**

The User is entitled to be supported by contacting the inquiry help desk on the Website regarding a failure or defect in the use of the Service; provided, however, that Diverta shall not warrant to provide support to the User pursuant to this Paragraph if any of such failure or defect in the use of the Service falls under any of the following Items, where:

- (1) Diverta is unable to reproduce the failure or defect;
- (2) the failure or defect is due to the modification or changes or addition of new functions to the Service by a third party other than Diverta;
- (3) the failure or defect is caused due to the use methods not contemplated by the Service;
- (4) the failure or defect is due to the interconnection problem between the Service and other software products offered or provided by a third party other than Diverta; or
- (5) the failure or defect is due to the use of the Service in the operating environment other than the ones recommended by Diverta.

## **Chapter 2: Service Use Agreement**

### **Article 6 (User Registration)**

- 1 Any person who desires to be registered as a User of the Service (the “**Applicant**”) may subscribe for the user registration of the Service by agreeing to comply with the terms of this T&C and providing the application plan, e-mail address to be used and other registration information (the “**Registration Matters**”) on the application form available on the Website.
- 2 Any person who falls under any of the following Items shall not be eligible to be registered as a User of the Service, where:
  - (1) the Registered Matters include false or incorrect information or any other errors, including cases where the application form for the user registration is incomplete;
  - (2) the Applicant is a minor;
  - (3) the Applicant is either an adult ward, a person under curatorship, or a person under assistance, and where the Applicant has not obtained the consent from a statutory agent, guardian, curator or assistant;
  - (4) Diverta reasonably deems that (a) the Applicant is conducting or planning to conduct a business that could compete with the business of Diverta, or that (b) the provision of the Service by Diverta is difficult for technical reasons;
  - (5) the Applicant has been suspended from the use of the Service or cancelled its User Registration by Diverta in the past;
  - (6) Diverta reasonably deems that the Applicant falls under the category of Anti-Social Forces or has been engaged in any kind of activities or involvement with Anti-Social Forces, such as cooperating or participating in the maintenance, operation or management of Anti-Social forces through the provision of funds or other means; or
  - (7) Diverta reasonably deems that the User Registration of the Service for the Applicant is not appropriate.
- 3 In the event that Diverta requests the Applicant to provide the necessary materials for the examination of the application of the user registration set forth in Paragraph 1, the Applicant shall comply with such requests.
- 4 Upon receipt of the application set forth in Paragraph 1 and upon the User Registration as a User of the Service, a Service Use Agreement shall be concluded between the Applicant and Diverta.
- 5 The User may start to use the Service on or after the date of the Service Use Agreement.

## **Chapter 3: Payment of Fees**

### **Article 7 (Fees)**

- 1 The User shall pay the usage fees (the “Fees”) to Diverta in accordance with the Fee Table which will be separately determined by Diverta and described on the Website from time to time. The User shall bear the consumption tax and other taxes and bank transfer charges for the Fees.
- 2 Diverta may revise the Fee Table due to fluctuations in exchange rates and other factors. In such case, Diverta shall provide the Notice of Changes to the User as set forth in Article 4 (Changes to T&C).
- 3 The User shall bear (a) the cost of equipment, such as communications tools necessary to use the Service, and (b) telecommunication charges and other costs incurred as a result of the use of the Service.
- 4 In any case, Diverta shall not accept any request to refund the Fees received from the User.
- 5 The User shall pay Diverta a late payment charge at the rate of 14.6% per annum if the User fails to pay the debt by the due date to Diverta.

#### **Chapter 4: Compliance Requirements for Use of Service**

##### **Article 8 (Customer Responsibilities and Compliance Requirements)**

- 1 The User acknowledges that (a) the copyright and all other rights to the documentation and/or programs relating to the Service belong to Diverta, (b) the User may only use the Service in accordance with this T&C and the Non-T&C Provisions, and (c) Diverta grants no rights and authority to the User under the terms of this T&C.
- 2 The User shall be responsible for the use of the Service by itself and its Sub-Users, and shall not cause any inconvenience to Diverta, other Users and any other third party, except as expressly set forth in this T&C or Non-T&C Provisions.
- 3 The User shall strictly manage the ID and password of itself or a Sub-User at its own responsibility, and shall not (a) allow any other person (other than the Sub-User) to use the ID and password, (b) change the ownership of the ID and password, or (c) share, lease, transfer or otherwise sell the ID and password.
- 4 The User shall immediately notify Diverta of any theft, loss, leakage or any other loss of control of its ID and password, and shall comply with the instructions of Diverta thereby given.
- 5 The User shall be liable for damages caused by inadequate management of the ID and passwords by the User or its Sub-User, misuse of the ID and passwords by the User or its Sub-User, or unauthorized use by third parties, regardless of the presence or absence of intent or negligence of the User, and except in the case caused by reasons attributable to Diverta, Diverta shall not have any liability.

##### **Article 9 (Prohibited Matters)**

- 1 When using the Service, the User shall not perform or have the Sub-User or any other third parties

perform any of the following activities:

- (1) Transfer, lease or pledge to any third party, in whole or in part, the status of or rights and obligations under the Service Use Agreement without the prior written consent of Diverta;
  - (2) Intentionally provide false information;
  - (3) Send, receive or display information by pretending to be others;
  - (4) Use the Service for any purpose or in any manner not expressly permitted under this T&C or Non-T&C Provisions;
  - (5) Copy, change, alter, transform, convert or otherwise make derivative secondary works of the object codes related to the Service;
  - (6) (a) Modify or translate the Service or the documents and programs related to the Service; (b) reverse engineer, such as decompile or dis assemble, or otherwise reveal other source codes or algorithms for the object codes related to the Service; or (c) create or provide derived services or other services equivalent to the Service in other ways;
  - (7) Use, post, send or introduce devices, software or routines that will interfere with or attempt to interfere with the operation of the Service, and make unauthorized access to the computers of Diverta, such as servers;
  - (8) Infringe any intellectual property rights, portrait rights, privacy rights, reputation or other rights or interests of Diverta, other Users of the Service or any third party;
  - (9) Encourage criminal acts, commit acts related to criminal acts, or commit acts contrary to public order and morality;
  - (10) Violate applicable domestic and foreign laws and regulations;
  - (11) Conduct acts that will violate the provisions of the Public Offices Election Act (*koushoku senkyo hou*) (Act No. 100 of 1950, as amended);
  - (12) Send information, including computer viruses and other harmful computer programs;
  - (13) Send data related to the Service in excess of a certain capacity level that is specified by Diverta;
  - (14) Interfere with operation of the Service by Diverta;
  - (15) Conduct spamming activities and other activities that will disturb third parties;
  - (16) Encourage activities described in each of the preceding items;
  - (17) Conduct activities that Diverta reasonably deems would give rise to the risk of falling under any of the preceding items; and
  - (18) Conduct any other acts that Diverta reasonably deems inappropriate as a User.
- 2 In the event the User causes damage or loss or incurs expense (including, but not limited to, the costs and attorney's fees required for the measures taken for the prohibited matters) to the Diverta or to a third party as a result of the User's or the Sub-User's conducts of the prohibited matters set forth in the preceding paragraph, the User shall be liable to compensate for such damage, loss, or expense.

#### **Article 10 (Interruption of Service)**

- 1 Diverta may interrupt the Service in whole or in part for a certain period in the event of any of the following Items:
  - (1) When it is required to inspect, repair or update the data of the Service, equipment, or computer systems for the provision of the Service (including external service platforms and browser applications; the same shall apply hereafter);
  - (2) In the event of an emergency such as a fire, power outage, war or natural disaster (including social changes based on the spread of viral infectious diseases);
  - (3) When there are unavoidable circumstances such as equipment breakdown;
  - (4) In the event that damage has occurred or is likely to occur due to defective computer systems for the provision of the Service, unauthorized access from third parties, information leak or the infection of computer viruses;
  - (5) Where it has become difficult to provide the Service due to discontinuation of the provision of telecommunications services by a telecommunication carrier; or
  - (6) When Diverta reasonably deems that there is a need for a temporary suspension of the provision of the Service for operational or technical reasons.
- 2 When interrupting the provision of the Service, Diverta shall notify the User in advance of the reason and the date and period of interruption. Provided, however, that this shall not apply in case of emergency or unavoidable circumstances.
- 3 The User shall acknowledge and approve in advance pursuant to this Paragraph that: (a) part of the data of the User may be lost due to the interruption pursuant to Paragraph 1; and (b) Diverta shall not be liable for any data loss due to the interruption as set forth in each Item of Paragraph 1. Provided, however, that this shall not apply in the event of such data loss is caused by reasons attributable to Diverta (for example, in the event Diverta fails to provide a notice to the User as set forth in this Paragraph).

#### **Article 11 (Cessation of Service and Deregistration)**

- 1 Diverta may cease provision of all or part of the Service or deregister the User Registration without requiring any notice to the User if the User falls under any of the following Items. In addition, even in the event of the cessation of the Service or deregistration of the User Registration under this Article, Diverta shall not accept any request for a refund of the Fees or claim of damages:
  - (1) When the User has breached the Service Usage Agreement;
  - (2) When it is discovered that the User falls under any one of the items in Paragraph 2 of Article 6 (User Registration);
  - (3) When it is reasonably clear that any one of the prohibited matters set forth in Article 9 (Prohibited Matters) has been committed;

- (4) When the User fails to pay the Fees;
  - (5) When a person other than the User and the Sub-User uses the Service; provided, however, that, this shall not apply if the ID and passwords have been, without any negligence of the User, properly managed and protected;
  - (6) When subject to the disposition of suspension of business or revocation of business license or business registration by the competent authority;
  - (7) When a petition for the commencement of bankruptcy (*hasan*), civil rehabilitation (*minji-saisei*), corporate reorganization (*kaisha-kousei*), special liquidation (*tokubetsu-seisan*), specified conciliation (*tokutei-choutei*) or other insolvency proceedings has been filed against the User;
  - (8) When a petition for attachment, provisional attachment, provisional disposition, compulsory execution or auction has been filed against the User;
  - (9) When a bank draft or check that the User has drawn or underwritten has been dishonored;
  - (10) When subject to the disposition of tax and public dues delinquent; and
  - (11) In the event of any other material event similar to the above that makes it difficult to continue the Service Use Agreement.
- 2 For the avoidance of doubt, the suspension of the Service and cancellation of the user registration described in the preceding Paragraph shall not preclude Diverta from claiming compensation for damages from the User.
  - 3 If there remains any liability owed by the User to Diverta at the time of suspension of the Service or cancellation of the user registration, the User shall forfeit the benefit of time for all such liability and the User shall immediately pay all such liability to Diverta.

#### **Article 12 (Temporary Suspension and Discontinuation of Service)**

- 1 Diverta may temporarily suspend or discontinue the Service for business or other reasons.
- 2 When temporarily suspending or discontinuing the Service, Diverta shall notify the User of the date of temporary suspension or discontinuation, no later than sixty (60) days prior to the date of temporary suspension or discontinuation. Provided, however, that as long as such notice is provided to the User, Diverta shall not accept any request for refund of the Fees or claim for damages even in the event of suspension or discontinuation of the Service pursuant to this Article.

### **Chapter 5: Scope of Liability and Warranty**

#### **Article 13 (Limitation on Damages)**

- 1 Where the liability of Diverta on certain issue is not stipulated in this T&C, and if the User has incurred a damage due to a cause attributable to Diverta and claims compensation for damages (irrespective of the cause of the claim), Diverta shall only compensate for damages which would

ordinarily arise, and, in any event, the maximum amount of damages payable by Diverta shall not exceed the total amount of the Fees actually received by Diverta from the User concerned within the last six (6) months from the date of such claim made by the User. Provided, however, that such limitation on the maximum amount of damages shall not apply if the damage was due to intentional misconduct or gross negligence of Diverta.

- 2 In the event Diverta or the User claims compensation for damages to the other party, either party shall cooperate and disclose information to each other to the extent possible in order to confirm the damage and calculate the amount of damages.

#### **Article 14 (Scope and Warranties and Disclaimer)**

- 1 Diverta shall not be liable for any damages caused by the (a) provision of the Service to the User, (b) interruption, cessation, suspension, discontinuation or modification of the Service, (c) termination of the Service Use Agreement, or (d) use of the Service by the User, or any other damages incurred by the User in connection with the Service as long as Diverta is in compliance with the provisions of this T&C or the Non-T&C Provisions.
- 2 Diverta does not warrant that the Service (including, but not limited to, the content, manner of use, and content of information obtained through use of the Service) will be compatible with the specific objectives of the User, the expected functionality, product value, completeness, certainty, accuracy and usefulness, or compliance with laws and regulations or the internal rules of industry associations applicable to the User.
- 3 Diverta does not warrant that (a) the Service will be provided to the User in a timely manner, (b) the Service is safe, (c) there will be no errors, computer viruses, security deficiencies or any other defects in the Service, or (d) the Service will have no defects.
- 4 The User shall determine the legality of the manner in which it uses the Service and shall use the Service at its own responsibility, and Diverta shall not be responsible for any judgment or actions taken by the User.
- 5 Diverta shall not be responsible for any damage caused by the handling of the User's data by the User or Sub-User themselves.
- 6 Diverta shall not be responsible for any loss, falsification or use of or access to the data accumulated by the use of the Service due to unauthorized access to such data by a third party, except for the case due to a cause attributable to Diverta.
- 7 Any and all disputes with third parties arising from the use of the Service by the User shall be settled at the User's responsibility and expense, and the User shall make sure such disputes will not affect Diverta in any way. Provided, however, that this shall not apply if such dispute is due to a cause attributable to Diverta.

### **Chapter 6: Handling of Data and Rights**



### **Article 15 (Handling of Data)**

- 1 Diverta is entitled to duplicate the data accumulated through the use of the Service by the User or Sub-User in the server that Diverta has the authority to create a backup (the “**Backup Data**”) with (the “**Accumulated Data**”) in case of occurrence of damage to the entire system for the Service, and the User shall acknowledge and approve such duplication by Diverta in advance.
- 2 The User acknowledges and confirms that the Backup Data and the Accumulated Data are not intended to be used to provide data recovery service for the User. In any event, Diverta has no obligation to provide data recovery service to the User with the Backup Data and the Accumulated Data.
- 3 Diverta will not disclose the Accumulated Data to third parties unless Diverta obtains the prior approval of the User related to the Accumulated Data. However, this does not apply to cases that fall under any of the following items:
  - (1) Where disclosure is requested and required under the applicable laws; or
  - (2) Where disclosure is required to protect the life, health, property and other material interests of the User or the public.
- 4 Diverta is entitled to distribute information such as advertisements of the products or services provided by Diverta or a third party (“**Additional Information**”) to the User. In addition, Diverta shall not be responsible to the User for any transactions or actions based on the Additional Information and accuracy of the contents of the Additional Information.
- 5 Diverta has full discretion to decide whether or not to add or modify functions related to the Service in response to the requests thereof obtained from the User (the “**Feedback**”). Diverta shall without incurring any liability to indemnify or reimburse the User, have full and unlimited rights to use, incorporate or otherwise exercise or use the Feedback.
- 6 Diverta shall have the right to aggregate, collect and analyze the data and other information related to the performance of Diverta in the provision of the Service (collectively, the “**Statistical Data**”) and to publish the Statistical Data.
- 7 Diverta shall delete the Backup Data and Logs from the Service within 60 days of the termination of the Service Use Agreement, and the remaining data on the day after termination of the Service Use Agreement.

### **Article 16 (Personal Information)**

Diverta shall be entitled to use the personal information provided by the User within the scope necessary for the provision of the Service and within the scope of the purpose set forth in the privacy policy of Diverta. The User shall agree in advance that its personal information will be handled in accordance with the privacy policy of Diverta.

#### **Article 17 (Attribution of Rights)**

- 1 The Intellectual Property Rights and any other rights defined in Article 2(2) of the Intellectual Property Basic Act (*chiteki-zaisan kihon-hou*) (Act No. 122 of 2002, as amended; the same shall apply hereinafter) relating to the Service, including copyrights, patent rights, utility model rights and trademark rights, shall belong to Diverta or any third party, and these rights shall not be transferred to the User.
- 2 The User may, among others, use the trade names, marks, domain names and logos of Diverta and the Service by obtaining the prior written consent of Diverta.
- 3 The User grants Diverta the right to use the User's company name or log as a reference on Diverta's website or in other public information for marketing or promotional purposes, provided that the User adhere to the standard trademark usage guidelines. If the User doesn't wish to be listed, Diverta will not list it on the list. The User can refuse it by sending an email to [kuroco@diverta.co.jp](mailto:kuroco@diverta.co.jp).
- 4 All intellectual property rights and other rights relating to any and all results generated through the use of the Service shall belong to Diverta, whether intended for the use of the User or not.

### **Chapter 7 General Provisions**

#### **Article 18 (Outsource to a Third Party)**

Diverta may outsource to a third party the development and management work of the system of the Service (including, but not limited to, update of the system after provision of the Service) and all or part of the work related to the provision of the Service.

#### **Article 19 (Confidentiality)**

- 1 In the event that Diverta and the User (including Sub-User; hereinafter the same shall apply in this Article) become aware of any technical, business or other information of the other party that is managed as confidential (collectively, the "**Confidential Information**") in connection with the performance of the Service Use Agreement (the party receiving the Confidential Information shall be referred to as the "**Receiving Party**" and the other party disclosing the Confidential Information shall be referred to as the "**Disclosing Party**"), such Confidential Information shall be used only for the purpose of the Service Use Agreement and shall not be disclosed to any third party without the prior written consent of the Disclosing Party. Provided, however, that any information that falls under any of the following items shall not be included in the Confidential Information:
  - (1) Information that was already in the public domain at the time the Receiving Party acquired;
  - (2) Information that has become publicly known after acquired by the Receiving Party for a reason not attributable to the Receiving Party;

- (3) Information lawfully obtained from a third party as to which information the Receiving Party owes no confidentiality obligation;
  - (4) Information independently developed by the Receiving Party without using Confidential Information; and
  - (5) Information confirmed in writing by the Disclosing Party to the effect that confidentiality is not required.
- 2 Diverta and the User may disclose the other party's Confidential Information upon receipt of an order or request pursuant to the laws and regulations from a court or administrative body. Provided, however, that the party accepting such disclosure order or request must promptly notify the Disclosing Party of such order or request.
  - 3 Diverta and the User shall obtain the prior consent of the Disclosing Party when reproducing documents or other recording media containing the Confidential Information, and shall handle such reproduced documents or other recording media in accordance with the provisions of Paragraph 1.
  - 4 Diverta and the User shall return or destroy all Confidential Information and all copies thereof at any time upon termination of the Service Use Agreement or upon request from the Disclosing Party in accordance with the instructions of the Disclosing Party without delay. However, the handling of the Accumulated Data shall be handled in accordance with Article 15.7.
  - 5 The obligations under this Article shall survive the termination of the Service Use Agreement.

#### **Article 20 (Elimination of Anti-Social Forces)**

- 1 Diverta and the User (including the Sub-User; the same shall apply in this Paragraph 1 and Paragraph 2) covenant to each other that itself and its officers, etc. (officers, directors, auditors or any other person equivalent to those) do not fall under any of the following items at the time of conclusion of the Service Use Agreement in the future.
  - (1) an organized crime group (*boryokudan*);
  - (2) a member of an organized crime group (*boryokudan-in*);
  - (3) a quasi-member of an organized crime group;
  - (4) a related company or association of an organized crime group;
  - (5) a person who poses a threat to the safety of citizens' lives due to the risk of engaging in illegal activities involving violence against companies in order to obtain illegal profits;
  - (6) a person who poses a threat to the safety of citizens' lives due to the risk of engaging in illegal activities involving violence by disguising or advocating social or political activities in order to obtain illegal profits .
  - (7) in addition to the persons listed in the preceding items, groups or individuals who use the strength of or have financial links with an organized crime group (*boryokudan*) based on their relationship with an organized crime group (*boryokudan*) and constitute the core of structural

- improprieties; and
- (8) other persons generally judged to be equivalent to the persons listed in the preceding items.
- 2 Diverta and the User covenant to each other that they will not conduct any of the actions listed below by themselves or through the use of a third party:
- (1) a demand with violence;
  - (2) an unreasonable demand beyond its legal responsibility;
  - (3) use of intimidating words or actions in relation to transactions;
  - (4) an action to defame the reputation or interfere with the business by spreading rumor, using fraudulent means or resorting to force; or
  - (5) other equivalent actions of above.
- 3 In the event the other party is reasonably suspected to be contrary to or contrary to the covenant set forth in each of the preceding Paragraphs, Diverta and the User may immediately suspend, in whole or in part, the transactions with the other party or terminate the Service Use Agreement, in whole or in part, without requiring any notice or other procedures. In this case, the party exercising the right to terminate shall not be liable for any damage caused to the other party due to suspension of business or termination of the Service Use Agreement.
- 4 Diverta and the User shall be liable to compensate for any damage suffered by the other party or a third party as a result of the breach of the covenant under Paragraph 1 or Paragraph 2.

#### **Article 21 (Assignment of Rights)**

- 1 The User may not assign, pledge or otherwise dispose of the status hereunder or any rights or obligations hereunder to any third party without the prior written consent of Diverta.
- 2 In the event Diverta wishes to transfer the business related to the Service to another company, upon the transfer of such business, Diverta shall be entitled to transfer the status under the Service Use Agreement, the rights and obligations hereunder, the Registration Matters of the User and other customer information to the assignee of such business transfer, and the User shall be deemed to have agreed in advance to such transfer pursuant to this Paragraph. The transfer of business stipulated in this paragraph shall include not only the ordinary transfer of business but also any other transfer of business, such as a company split.
- 3 Diverta may transfer (including a transfer of trust) the rights of the Users under this T&C and the Service Use Agreement to financial institutions or other third parties, and or establish a security interest over such rights of the Users (collectively, the “**Assignment**”). The User shall be deemed to have agreed in advance on such Assignment pursuant to this Paragraph.

#### **Article 22 (Notice)**

- 1 The User shall promptly notify Diverta in writing (including e-mail) of any errors or changes in its registered information.

- 2 Diverta shall provide notices to the User or the Sub-User by e-mail or by posting them on the Website. In the case of e-mail, the notice shall be deemed to have been reached when the notice has been sent out to the User's email address, and in the case of posting on the Website, the notice shall be deemed to have been reached when the notice has been posted on the Website.

#### **Article 23 (Severability)**

If any provision of this T&C, in whole or in part, is held to be invalid or unenforceable for any reason whatsoever, the remaining provisions of this T&C shall remain in full force and effect.

#### **Article 24 (Survival Provisions)**

The following provisions shall survive the termination of the Service Use Agreement.

Articles 13 (Limitation of Damages), Article 14 (Scope and Disclaimer of Warranties), Paragraphs 2 to 4 of Article 15 (Handling of Data), Article 16 (Personal Information), Article 17 (Attribution of Rights), Article 19 (Confidentiality), Paragraphs 3 and 4 of Article 20 (Elimination of Anti-Social Forces), Paragraphs 2 and 3 of Article 21 (Assignment of Rights), Article 23 (Severability), Article 24 (Survival Provisions), Article 26 (Jurisdiction) and Article 27 (Governing Law and Language).

#### **Article 25 (Mutual Consultation)**

In the event of any doubt as to the matters not stated in this T&C or the Service Use Agreement, the parties to the Service Use Agreement shall negotiate in good faith.

#### **Article 26 (Jurisdiction)**

The Tokyo District Court shall be the exclusive jurisdictional court of the first instance in the event of a need for litigation between Diverta and the User arising out of or in connection with this T&C and the Service Use Agreement.

#### **Article 27 (Governing Law and Language)**

- 1 This T&C and the Service Use Agreement shall be governed by the laws of Japan.
- 2 The original language of this T&C and the Service Use Agreement shall be the Japanese language. When the translated version (other than the Japanese language) of this T&C and the Service Use Agreement is prepared, only the original Japanese language text shall have the effect of the contract, and in the event of any discrepancy between the terms of the original Japanese language text and the terms of such translation, the terms of the original Japanese language text shall prevail.
- 3 The User shall strictly comply with all national and international export laws and economic sanctions applicable to the Service. The User shall duly obtain a necessary license or other authorization in order to export, re-export or transfer the Service.

**Article 28 (Services)**

<b>Date</b>	<b>Service name</b>	<b>Notes</b>
August 1, 2020	Kuroco	
August 1, 2020	Kuroco Files	
August 1, 2020	Kuroco Front	
June 27, 2023	Kuroco Edge	
November 16, 2023	SpreadSheet CMS	Services consisting of Kuroco and Kuroco Edge

END

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