

## **User Policy**

This user policy (hereinafter referred to as “the Policy”) stipulates the terms and conditions of use for products and services that Mirai Translate Inc. (hereinafter referred to as “the Company”) provides (hereinafter referred to as “the Services”). Customers using the Services (hereinafter referred to as “Users” for both individual and corporate customers) should check the Policy before using the Services.

### **Article 1 Individual Rules**

1. The Company may stipulate individual terms and conditions for particular products and services that are part of the Services (hereinafter referred to as “Individual Rules”). If there is any inconsistency or conflict between the Policy and Individual Rules, Individual Rules shall have priority. Parties should check applicable Individual Rules before using the product or service that the Rules apply to.
2. Users may use the Services only if you agree to the Policy and Individual Rules, and the Policy and Individual Rules shall constitute an agreement between the Company and Users regarding the use of the Services. The Company shall consider Users to have agreed to the Policy and Individual Rules when they start to use the Services.

### **Article 2 Permission to use**

Subject to the terms and conditions stipulated in the Policy and Individual Rules, the Company grants Users non-transferable, non-exclusive right to use the Services for non-commercial purposes and free of charge.

### **Article 3 Terms and conditions for permission to use**

1. Users agree to store the text and audio data that they entered for the Services, such as text and terms; translations generated by the Services and similar text and audio data; and text and audio data recreated using that data (including re-translations) (hereinafter referred to collectively as “Text Data, etc.”) on the servers of the Company or Outsourcing Service Providers designated by the Company.
2. Text data, etc., may include information that makes it possible to identify individuals (name, address, etc.) or similar information, and some of this information is stored as Text Data, etc. In order to protect the privacy of Users, Text Data, etc., is stored in a manner so that it is not tied to information that identifies Users, such as user registration number for the Services. Personal information obtained from Users when providing the Services shall be handled in accordance with not only these terms and conditions but also the privacy policy separately stipulated by the Company (<https://miraitranslate.com/privacy/>).
3. The Company uses Text Data, etc., stored on its servers for the following purposes in accordance with the Policy and Individual Rules.
  - (1) Provide the Services
  - (2) Measure and analyze use of the Services
  - (3) Examine and implement responses when there are problems with or malfunctions of the Services
  - (4) Raise the quality of and improve the Company’s services and products
4. Users agree that the Company provides Text Data, etc., to third parties designated by the Company (hereinafter referred to as “Outsourcing Service Providers, etc.”). These Outsourcing Service Providers, etc., may use Text Data, etc., for the following purposes.
  - (1) Provide the Services
  - (2) Measure and analyze use of the Services

- (3) Examine and implement responses when there are problems with or malfunctions of the Services
- (4) Raise the quality of and improve the Company's services and products
- (5) Provide products and services that Outsourcing Service Providers, etc., provide
5. The Company uses Google Inc.'s Google Analytics (Google Analytics is a trademark or registered trademark of Google Inc.) and salesforce.com Co. Ltd.'s Pardot (Pardot is a trademark or registered trademark of salesforce.com Co. Ltd.) in order to gather marketing data and analyze the use of the Services for various purposes including improving services. Information recorded when using Google Analytics and Pardot include cookies. Users should check the websites of Google and salesforce.com for detailed information on Google Analytics and Pardot.

#### **Article 4 Ownership of rights**

The intellectual property rights and other rights related to trademarks, patents, works, Text Data, etc., and all other information for the Services belong to the Company or third parties the Company grants the rights to. Users have only the rights clearly granted in the Policy and Individual Rules.

#### **Article 5 Compliance items**

1. Users are prohibited from performing the following acts themselves or through a third party when using the Services.
  - (1) Acts that may hinder the operation of the Services
  - (2) Damaging or interfering with the function of the Company's servers and networks
  - (3) Selling, distributing, making possible to transmit, publicly transmitting, leasing, transferring, granting permission to use, or disposing in other manners all or some of the Services to third parties whether for a fee or free
  - (4) Impersonating another user or third party
  - (5) Collecting or accumulating the personal information of other Users
  - (6) Acts that infringe or may infringe on the intellectual property rights or other rights of the Company or third parties, such as Users
  - (7) Altering or removing any display of intellectual property rights, such as patent rights, trademark rights, and copyrights, included in the Services
  - (8) Reverse assembling, reverse compiling, reverse engineering, or making other revisions or changes to software provided through the Services (this includes programs, and the same applies below)
  - (9) Directly or indirectly providing profits to antisocial forces
  - (10) Acts that violate laws, ordinances, or public order and morality
  - (11) Acts related to criminal acts
  - (12) Acts that the Company judges to be inappropriate
2. Users shall bear all expenses and responsibilities related to not only the installation and maintenance of equipment such as computers, communication lines, and the communication environment, etc., but also communication necessary to use the Services.
3. The Company may restrict Users' access to the Services depending on the frequency of requests submitted to the Services, relative busyness of servers, and the Company's judgment.
4. The Company has the right to immediately suspend or terminate the provision of all or some of the Services to Users discovered to be in violation of the Policy or Individual Rules.
5. Users shall guarantee that Text Data, etc., that they provide to the Company for the Services does not include information that laws and ordinances prohibit from being

- disclosed or provided to third parties (including the Company).
6. If a dispute, etc., arises with third parties because Users have infringed or may infringe on the rights of the third party by using the Services, the user shall bear the costs and responsibility for resolving the dispute, etc. and shall not cause damage to the Company.
  7. If the Services are used overseas, Users shall comply with the import and export related regulations of both Japan and all foreign countries, and if any problem arises because of acts that violate those regulations, the user shall bear the costs and responsibility for resolving the dispute, etc. and shall not cause damage to the Company.
  8. The Company may seek compensation from Users for damages the Company incurs on account of Users violating any of the terms or conditions in the Policy or Individual Rules.

#### **Article 6 Interruption, etc., of the Services**

1. The Company may interrupt or suspend provision of all or some of the Services without prior notice to Users for any of the following reasons.
  - (1) For regular or emergency maintenance, inspection, or upgrading of the system necessary to provide the Services
  - (2) There are problems, etc., with the Company's system, communication lines, etc., necessary to provide the Services
  - (3) It becomes difficult to provide the Services because of a force majeure, such as earthquake, lightning strike, fire, power outage, or natural disaster
  - (4) The Company judges it necessary to interrupt or suspend the Services
2. The Company bears no responsibility for any damages or adverse results incurred by Users or third parties on account of the interruption or suspension of the Services unless separately stipulated by the Policy or Individual Rules.

#### **Article 7 Exemption**

1. The Company shall not guarantee the accuracy, fitness, completeness, usefulness, appropriateness, reliability, or suitability for a particular purpose of the Services (this includes but is not limited to the results of the machine translation).
2. The Company does not guarantee that the Services do not infringe on the intellectual property rights or other rights of third parties.
3. The Company bears no responsibility for damages incurred by Users or third parties directly or indirectly from the use of the Services except in the case of intentional acts or gross negligence of the Company.
4. The Company bears no responsibility for business, disputes, etc., between Users and other Users or third parties related to the Services except in the case of intentional acts or gross negligence by the Company.

#### **Article 8 Changes to the services, etc.**

The Company may change the Services or terminate the provision of all or some of the Services without notifying Users. The Company bears no responsibility for compensating Users or third parties or taking other actions in response to damages they incur because of this.

#### **Article 9 Changes to rules, etc.**

At any time, the Company may change, at its discretion, the terms and conditions stipulated in the Policy and Individual Rules without notifying Users in advance. When doing so, the Company shall notify Users of the changes to the Policy or Individual Rules by posting them on the Company's website or using an equivalent method stipulated by the Company, and the

Policy and Individual Rules will be considered to be changed when notification is made.

**Article 10 Notifications**

Notifications to Users and contact between the Company and Users shall be made using a method stipulated by the Company.

**Article 11 Severability**

If any provision of the Policy or Individual Rules is judged to be invalid or unenforceable in whole or in part under laws or ordinances, the remaining provisions of the Policy or Individual Rules shall continue to be fully enforceable.

**Article 12 Prohibition on transfer**

Users are prohibited from transferring, providing as collateral, or disposing in other manners their contractual position based on the Policy and Individual Rules and their rights and obligations based on the Policy and Individual Rules to third parties without the prior written consent of the Company.

**Article 13 Governing law and jurisdiction**

1. Interpretation of the Policy and Individual Rules shall be governed by Japanese law.
2. Any dispute arising out of or related to the Services shall be submitted to the court that has jurisdiction over the area that the Company's headquarters are located in.