

Terms of Use

These Terms of Use are made and entered into by and between Plott Corporation (the “Company”) and a user of the file transfer and sharing services (Smooth File) provided by the Company, with respect to the terms of use thereof.

Article 1 Definitions

In these Terms of Use, the following terms shall have the meanings as defined below.

1. “Services” shall mean the file transfer and sharing services, also known as Smooth File, and other services related thereto (including Individual Plans), regardless of whether they are paid or free of charge, or platform, operating system or otherwise.
2. “Individual Plans” shall refer to, among the Services, any paid services including the cloud-type plan, subscription license-type plan or otherwise, where the Company separately and individually specifies the terms such as the contents and prices of the Services.
3. “Terms of Use” shall mean these Terms of Use and any and all other agreements between the Company and the User.
4. “Applicant” shall refer to any corporation or solo proprietor which desires to apply for the use of the Individual Plan.
5. “User” shall refer to any corporation or solo proprietor which the Company has approved the application for the use of the Individual Plan.
6. “External User” shall refer to any third party who uses some parts of the Services based on the use of the Services by the User of the Individual Plans.
7. “Third Party” shall mean anyone other than the User (including Outside User), regardless of corporate or individual, or Japanese resident or otherwise.
8. “Laws and Regulations” shall mean any laws, orders, ordinances or otherwise of Japan and any other countries which are applicable to the Services and User.

Article 2 Application and Modification of this Terms of Use

1. The User shall be deemed to have agreed to the contents of these Terms of Use at the time when he/she starts using the Services.
2. In case the Applicant submitted its application through the agent designated by the Company, and if any part of the agreement between such agent and the Applicant is in conflict with these Terms of Use, such agreement shall take precedence over the Terms of Use,
3. The Company may modify the Terms of Use at its own discretion. Any modifications made to the Terms of Use shall be effective from the date specified by the Company on its website, and the usage fees and any other terms and conditions thereafter shall be subject to such modified

Terms of Use.

4. In case of modifying the Terms of Use, the Company shall provide the User with a prior notice of at least one (1) month by means of communication set forth in Article 3 hereof, except in emergency.

Article 3 Notices

1. Notices by the Company to the User shall be provided by email, in writing, by posting on its website, or by means of communication deemed appropriate by the Company.
2. In case the Company notifies the User by email or by posting on its website pursuant to the preceding paragraph, such notice shall be deemed to have been transmitted at the time such notice is distributed on the internet.

Article 4 Use

1. The User shall prepare necessary communication devices or any relevant equipment to use the Services, and any costs accruing therewith at its own responsibility and expense.
2. The Company does not warrant that the Services will operate properly on the communication devices or any relevant equipment used by the User.

Article 5 Application for Individual Plan

1. An Applicant may apply for the use of the Individual Plan to the Company by consenting to this Terms of Use and providing certain information specified by the Company by the method specified by same.
2. The application mentioned in the preceding paragraph shall be submitted per Individual Plan, and the Applicant shall become the User upon approval by the Company of such application.
3. In the event that the Company notifies the Applicant of any incomplete application documents and requests to make correction thereof, and the User fails to respond within one (1) month from the date of such request, such application of the Individual Plan shall be deemed to have been cancelled.
4. The provision of the Individual Plan shall commence on the “service starting date” to be specified by the Company through documents or emails after the approval described in Paragraph 2 of this Article.

Article 6 Denial of Application and Rescission after Approval

1. In the event that the Applicant falls under any of the matters listed in the respective items below, the Company may not approve the application of the Individual Plan or rescind the approval before the commencement of the Services.

- a. If it is found that the contents of the application or any other relevant documents contain false information;
 - b. If the Applicant is not authorized to consent to the Terms of Use;
 - c. If the Company determines that the Applicant is not likely to perform its duty under the Terms of Use;
 - d. If there is risk of Applicant using the Services in a manner which ruins the social credibility of the Company;
 - e. If the Applicant falls under any of the items set forth in Article 20 (Suspension of Individual Plan) hereof;
 - f. If the Applicant carries out or may carry out business activities which execute, imply, induce, promote, or advocate or otherwise an act which is against public order and morals;
 - g. If the Applicant carries out or may carry out business activities which execute, imply, induce, promote, or advocate or otherwise illegal acts, criminal acts, and/or antisocial activities;
 - h. If the Company determines that the Applicant is, or involved with antisocial forces; or
 - i. If the Company determines that the provision of the Individual Plan is inappropriate due to any other grounds similar to above.
2. If the Company does not approve the application of the Individual Plan or rescinds the approval before the commencement of the Services pursuant to the provisions set forth in Paragraph 1 of this Article, the Company shall promptly notify the Applicant of such fact. The Company owes no obligation to disclose the reasons for not approving the application, or rescission.
 3. In the event that the User fails to pay the fee it owes after the approval of the application, the Company may terminate the Individual Plan.

Article 7 Installation

The Company will perform the installation work after it confirms the payment of the initial installation fee, usage fee, and any other relevant fees necessary.

Article 8 Notification of Change

1. In the event that any change occurs to any matters stated in the application, the User shall promptly notify the Company in the form specified by same.
2. If the User is a company and merges with another company, the company surviving the merger or newly established company after the merger shall notify the Company within fourteen (14) days from the date of the merger in the form designated by the Company.
3. The Company shall not be liable for any damage incurred by the User or any Third Party due to delay in notifying or failure to notify pursuant to the preceding paragraph, and if any notice from

the Company does not reach or is delayed due to the foregoing, such notice will be deemed to have been delivered at the time when such notice should have normally been delivered.

4. In the event that any of the following circumstances occur with respect to the User, paragraphs 2 and 3 of this Article shall be applied mutatis mutandis by the Company only if the identity and continuity of the User are confirmed.
 - a. Transformation into a new company due to the split of the User's corporate business;
 - b. Transformation into a separate company due to the transfer of the User's corporate business;
 - c. Change of the representative of the User if the User is a private organization; or
 - d. Any other changes equivalent to the above.

Article 9 Obligations of User

1. The User shall be responsible for the management of its ID, password, and subscription license code (collectively referred to as the "IDs") provided by the Company. In the event that the Services are used with the IDs provided by the Company by any person other than the User, the User agrees that such use shall be deemed to have been made by the User itself.
2. The User shall comply with any and all Laws and Regulations applicable to the User and the Services in using the Services.
3. The User shall obtain necessary consent, permit or otherwise with respect to obtainment of personal information or provision thereof to a third party from the External User prior to the use of the Services.
4. The User shall deal with any inquiries or otherwise from the External User in good faith.
5. The User shall be responsible for keeping, under its control, all information provided by the Company through the Services.
6. The User shall be responsible for backing up its data on a regular basis in case of loss or destruction thereof.

Article 10 User's Liability for Damages

1. In the event that the User causes damage to any Third Party or receives claims from any Third Party in connection with the use of the Services, the User shall handle and resolve such claims at its responsibility and expense.
2. The provision mentioned in the preceding paragraph shall also apply in the event that any Third Party causes damage to the User, or the User makes claims to any Third Party in connection with the use of the Services.
3. In the event that the Company or any of its relevant people incur loss, expenditure, damage, liability, or otherwise (including reasonable attorneys' fees and legal fees) due to the use of the Services, such User shall indemnify and hold harmless the Company and any of its relevant

people, from and against any and all of the foregoing.

Article 11 Prohibited Acts

1. The User may not engage in any act which falls under any of the following items:
 - a. Any act which infringes the “Law About Regulation of the Act which Attracts Children Using Internet Dating Sites” in Japan;
 - b. Any act of transmitting images or materials which are obscene, or depicting child pornography or child abuse;
 - c. Any act which offends or may offend public order and morals, or which violates any other laws and regulations, ordinances, or otherwise;
 - d. Any act which infringes or may infringe the copyrights or any other rights of a Third Party or the Company;
 - e. Any act which violate or may violate the property, privacy or otherwise of a Third Party or the Company;
 - f. Any act which will or may smear, slander, defame or degrade the name or credit of a Third Party or the Company;
 - g. Any act which causes or may cause detriment or damage to a Third Party or the Company;
 - h. Any criminal act or any conduct that leads to or which may lead to a criminal act;
 - i. Any act of saving or registering other people’s email addresses in the server designated by the Company without obtaining their prior consent, or any threat thereof;
 - j. Any act which hinders or may hinder the operation of the Services;
 - k. Unauthorized use of IDs which the Company lends to the User, or any threat thereof;
 - l. Any act of providing information which falls under, or may fall under pyramid scheme or chain letters;
 - m. Any act of transmitting or which may transmit harmful data such as computer viruses or otherwise;
 - n. Any act of amending, modifying, altering, or creating derivative works of the software which provides the Services;
 - o. Any act of reverse engineering, disassembling, or decompiling the software which provides the Services;
 - p. Any act of lending, reselling, leasing or transferring the Services to a Third Party;
 - q. Any act which encourages or promotes the acts specified in the foregoing items, or any threat thereof; or
 - r. Any other acts of the User which the Company determines to be inappropriate.

Article 12 Intellectual Property Rights and Other Relevant Rights

The User agrees that any and all intellectual property rights with respect to the Services shall belong to the Company or any person who has granted a license to the Company, and the use of the Services shall not be regarded as being granted the use of the intellectual property rights of the Company or any person who has granted a license to the Company, with respect to the Services.

Article 13 Service Level Agreement

1. In the event that the use of the Services becomes totally unavailable due to any reasons attributable to the Company, and such Services should have been provided by the Company, and if the Services continue to be unavailable for more than twenty-four (24) hours after the Company becomes aware of such unavailability, the Company shall, at the request of the User, refund the amount obtained by dividing the number of hours from the time when the Company became aware of such unavailability until the time when the Company confirmed the availability of such Individual Plan, by twenty-four (24) (round off to the nearest whole number), and multiplying that amount by one-thirtieth (1/30th) of the amount equivalent to one (1) month's usage fee. However, this shall not apply if the cause is attributable to any type I telecommunication companies or foreign telecommunication companies.
2. In the event that the User does not make such demand within one (1) month from the date it is able to do so, it shall be regarded that the User has forfeited its right.

Article 14 Minimum Period of Use of the Services

1. The minimum period of use of the Services shall be from the service starting date specified in Paragraph 4 of Article 5 hereof to the last day of the 6th month counting from the first day of the following month of the relevant month which includes such starting date.
2. Notwithstanding the preceding paragraph, the period from the service starting date to the last day of the month which includes such date shall be free of charge.
3. The Individual Plan shall be automatically and continuously renewed unless the User shows its intention not to renew or continue the same at least one (1) month prior to the expiration thereof, and the same shall apply in any subsequent term thereof.
4. Notwithstanding the preceding Paragraph, any subscription license-type plan shall be renewed for the same term as the original plan if the User shows its intention to renew or continue the same at least one (1) month prior to the expiration thereof, and the same shall apply in any subsequent term thereof.

Article 15 Fees

1. The User shall pay the usage fee, initial installation fee, and any other relevant fees separately

set forth by the Company, as a consideration for the use of the Individual Plan.

2. The User shall bear any and all taxes including consumption tax and other relevant tax imposed on the fees set forth in the preceding paragraph.
3. The consumption tax rate shall be the rate applicable at the time of calculation and any fractions less than one (1) Japanese yen shall be rounded to the nearest whole number.

Article 16 Payment

1. The User shall pay the initial installation fee, usage fee, and any other relevant fees separately set forth by the Company by the due date designated by same.
2. Any installation fee, usage fee, and any other relevant fees which have been paid will not be refunded.

Article 17 Confidentiality

1. The Company shall not disclose or provide any personal information of the User obtained in connection with the Services to any Third Party except in the cases listed in the following items:
 - a. Upon formal written request for cooperation and/or inquiry from officials having legal authority under relevant Laws and Regulations;
 - b. If the User's consent is obtained; or
 - c. When the User submitted its application through the Company's distributor, and such distributor makes a request for the relevant User's information. However, it shall be limited to the extent necessary to perform the business of the distributor.
2. The Company may collect, use, store, publicize etc., the information with respect to the use of the Services to the extent that the identification of the User, individual or corporation will not be specified.

Article 18 Discontinuance of the Services

1. The Company may discontinue the provision of the Services if any of the following circumstances arise:
 - a. If there are any unavoidable situations such as the maintenance, repair or otherwise of the Company's telecommunication equipment;
 - b. If there is any necessity to urgently prioritize telecommunication for public benefit due to the occurrence of natural disasters and other emergency situations, or any threat thereof, under the provisions of Article 8 of the Telecommunications Business Act; or
 - c. If telecommunication services are discontinued by data centers or otherwise.
2. When discontinuing the Services, the Company shall notify the User in advance of the fact, reason and duration thereof. However, this shall not apply in case of an emergency.

3. The Company shall not be responsible for any damages suffered by the User when the Services are discontinued pursuant to Paragraph 1 of this Article.

Article 19 Third Party Claims

1. If the Company acknowledges the fact that the User has committed an act which falls under any of the prohibited acts specified in Article 11 hereof, or if any Third Party has made claims against the Company with respect to the use thereof and the Company deems it necessary, or if the Company determines that the operation of the Services is inappropriate for any other reasons, the Company may take one or a combination of any of the following measures against such User.
 - a. Demand the User to terminate the act which falls under the prohibited acts specified in Article 11 hereof;
 - b. Demand the User to consult with the Third Party to resolve any claims or otherwise;
 - c. Temporarily suspend the use of the Individual Plan; and/or
 - d. Terminate the Individual Plan.
2. Paragraph 2 of Article 22 hereof shall apply mutatis mutandis in the event of suspending the use of the Individual Plan under the preceding paragraph.
3. Paragraph 1 of Article 24 hereof shall apply mutatis mutandis in the event of terminating the Individual Plan under Paragraph 1 of this Article.

Article 20 Suspension of Individual Plan

1. The Company may suspend the provision of the Individual Plan to the User if the circumstance falls under any of the following items:
 - a. If the User fails to pay the fees promptly;
 - b. If the Company determines that the User threatens the business operation of the Company by interfering, or may interfere with, the Company's telecommunication equipment; or
 - c. If it becomes known that the User has provided false information when making its application.
2. When suspending the Individual Plan, the Company shall notify the User in advance of the fact, reason and duration thereof. However, this shall not apply in case of an emergency.

Article 21 Restrictions of Use

The Company may impose restrictions on network access including bandwidth limitations if it determines that the provision of the Services may cause a significant effect on the Company's network depending on the size and frequency of transmitted and received data.

Article 22 Termination of Individual Plan

1. In the event that any User falls under any of the items below, the Company may immediately terminate the Individual Plan without prior notice.
 - a. If it falls under any items of Paragraph 1 of Article 11 or Paragraph 1 of Article 20 hereof;
 - b. If it is subject to a petition for attachment, provisional attachment, provisional disposition, disposition of tax delinquency or public auction, or for commencement of bankruptcy, civil rehabilitation, special liquidation or corporate reorganization;
 - c. If it dishonors a bill or check, or generally suspends its payments; or
 - d. If it violates any provision of this Terms of Use.
2. In the event of terminating the Individual Plan by the request of the User during the term hereof, the Individual Plan may be terminated by notifying the Company at least one (1) month prior to the desired date of termination thereof. However, the usage fee for the remaining term will not be refunded.

Article 23 Limitation of Liability for Damages

1. In the event that the User becomes totally unable to use the Services, or suffers any damage due to a loss, damage, destruction, disappearance, or leakage of any data stored within the Services or in connection with the Services provided by the Company, the Company shall be held liable for compensating the User for damages.
2. The liability for damages described in the preceding paragraph shall be limited to the ordinary and direct damages, and the Company shall not bear any liability for indirect, special, incidental, or consequential damages, loss of profit or loss of use. The total amount of damage payable to the User by the Company shall be limited to the amount of the fees which the User has actually paid to the Company within the past twelve (12) months from the time such damage occurred.
3. Even if falling under any items of Paragraph 1 of this Article, if such damage falls under any of the following, the Company shall not be liable for any damage:
 - a. caused by an act, or failure to act by the User or External User; or
 - b. caused by any defect or failure of the network between the data center and the User, or any other relevant issues.

Article 24 Disclaimers

1. The Company assumes no responsibility whatsoever in the event that any disputes over legal or social matters arise between the User and Third Party in connection with the use of the Services by the User.
2. Even if any of the following events occur, the Company assumes no responsibility to the User and Third Party, other than those described in Article 23 hereof:

- a. Modification, interruption, discontinuance or abolition of the Services;
 - b. Any delay, non-delivery, destruction, loss, alteration, or improperly encoded data sent or received by the Services which do not fall under Article 23;
 - c. Any destruction, loss, alteration, or improperly encoded data stored in the Server of the Services which do not fall under Article 23; or
 - d. Any damage incurred by the User or Third Party in connection with the Services which do not fall under Article 23.
3. The Company shall not provide support to any equipment, terminal, software or otherwise owned by the User.
 4. The Company shall not be obliged to directly interact or communicate with a Third Party, such as handling any claims or inquiries from a Third Party, and to relay such claims or inquiries to the User or any person designated by the User.

Article 25 Exclusion of Anti-social Forces

1. The Company and the User respectively warrant to the other party hereto the matters listed in the following items:
 - a. It is not, or is not a person equivalent to, or does not belong to, an organized crime group, organized crime group companies, or corporate extortionists (collectively, “Anti-Social Force”);
 - b. None of its officers (which shall mean an employee, director, executive officer or other equivalent person executing corporate affairs) or persons who substantially control the management (collectively, the “Officers”) is an Anti-Social Force;
 - c. It did not allow any Anti-Social Force to use its own name to execute the Individual Plan;
 - d. The Officers have not cooperated or had any involvements with an Anti-Social Force in the management and maintenance thereof, such as funding or providing benefits to the Anti-Social Force;
 - e. There are no corporations, among its leading clients, having any substantial relationships with an Anti-Social Force;
 - f. The Officers do not have any connections with an Anti-Social Force that are socially unacceptable; or
 - g. The Officers do not, by themselves, or by using a Third Party make a demand using fraudulent means, violent acts or threatening language, or unreasonable claims beyond the scope of legal responsibility to the other party’s officers, employees or any other relevant persons.
2. In the event that the other party hereto breaches the preceding paragraph, the non-breaching party hereto may immediately terminate the Individual Plan without prior notice.

Article 26 Governing Law

This Terms of Use shall be governed by and construed in accordance with the laws of Japan.

Article 27 Language

This Terms of Use shall be prepared in Japanese, and any translation hereof to any other languages shall have no effect whatsoever.

Article 28 Transfer of Rights

The User may not transfer or provide as security etc. the status or rights under this Terms of Use to any Third Party.

Article 29 Dispute Resolution

1. Any matter not stipulated in this Terms of Use, or any question arising out hereof shall be settled upon discussion between the Company and the User in good faith.
2. Osaka District Court, having jurisdiction of the Company's head office, has exclusive jurisdiction for the first instance on any dispute arising out of, or in connection with this Terms of Use.

Article 30 Rules on Use

In addition to the provisions set forth in this Terms of Use, and in order to clarify the terms that the User shall observe, the Company may establish the rules on use and regulations for the operation of the Services, and the contents thereof shall be publicly announced in an appropriate manner.

Supplementary Provisions

Established on June 1, 2011

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