

These Terms of Use are intended for use when reserving and using rental cars in Japan. Please check the Terms of Use applicable in each country from the Uqey app.

Article 1 (Scope of Application of Terms)

1. These Terms stipulate the basic terms regarding the use of the Service, which is provided to the Members by TOKAI RIKA CO., LTD. (hereinafter referred to as “Company”), between the Members and the Company.
2. These Terms apply to all Members who use the Service, and the Members who do not agree to these Terms may not use the Service.
3. If the Company posts any separate or additional provisions regarding the Service on the website or app it operates, these shall be deemed to form part of these Terms, and if the separate or additional provisions conflict with these Terms, the separate or additional provisions shall prevail unless otherwise specified.
4. When the Member enters into a Rental Agreement with the Operator (as defined in Paragraph 7 of the following Article) using the Service, the Member shall be deemed to have agreed to the Rental Terms and Conditions, etc. stipulated by the relevant Operator.

Article 2 (Definitions)

In these Terms, the terms listed in the following items shall have the meanings as defined in the respective items.

1. “Service” means “Uqey,” a platform service that allows the Members to make applications on the web or smartphone applications when entering into the Rental Agreement with the Operator and a service that distributes digital keys to the Members’ smartphones that enables the Members to open and close the lock by linking it with the Device during the period in which the Members use rental cars pursuant to the Rental Agreement.
2. “Device” means the hardware device provided by the Company under the names “FREEKEY Box,” “QEY box,” “QEY pocket,” etc., which is installed in the rental car and stores the keys to that car and manages the opening and closing of the rental car keys in conjunction with the digital key distributed on the App.
3. “Service Usage Agreement” means the agreement between the Company and the Member regarding the use of the Service, which is formed based on Article 4.
4. “Member” means the customer who uses the Service after entering into the Service Usage Agreement with the Company.
5. “App” means the application software for smartphones provided by the Company when providing the Service.

6. “Web App” means the application for web browsers that provides the platform service within the Service through which the Members and the Operators can enter into the Rental Agreements.
7. “Operator” means the company that provides the car rental service displayed on the App and the Web App.
8. “Rental Agreement” means the individual rental agreement for the rental car entered into between the Member and the Operator based on the Rental Terms and Conditions, etc. stipulated by each Operator.
9. “Reservation for Use” means the reservation agreement pertaining to the Rental Agreement between the Member and the Operator.
10. “Additional Driver” means another Member who is registered by the Member at the time of Reservation for Use and who is in a position to use the rental car that is the subject of the reservation after the Rental Agreement is entered into. The number of persons who can be registered as Additional Drivers shall be the number calculated by subtracting the number of reserved persons from the riding capacity.
11. “Usage Fees, etc.” means the rental fees, penalty fees, non-operation charges, violation fees, and other fees payable by the Member based on the Rental Agreements formed using the Service.
12. “Rental Terms and Conditions, etc.” means the general term for the rental terms and conditions, provisions regarding the Reservation for Use, and privacy policies stipulated by rental operators, and other regulations and terms that the Operator requires the Member to agree to when entering into the rental terms and conditions for a rental car, and shall also include documents cited in these documents.
13. “Uqey Station” means a location designated by the Company in advance as a place where rental cars can be picked up and returned and is displayed on the App and the Web App.
14. “Departure Location” is the “Uqey Station” where the rental car is picked up, or the location where the rental car is picked up as designated by the Member and the Operator upon agreement.
15. “Return Location” is the “Uqey Station” where the rental car is returned, or the location where the rental car is returned as designated by the Member and the Operator upon agreement.
16. “Recovery Digital Key” means the function that allows the Member to obtain a digital key again and open and close the lock if the Member finds luggage or garbage, etc. left behind in the rental car after returning it and needs to open or close the lock.

Article 3 (Details of the Service)

1. The functions provided by the Service to the Members shall be as listed in the following items:

- (i) A function to accept applications, etc. for the Reservation for Use when the Member uses the App and enters into the Rental Agreement with the Operator (details thereof shall be stipulated in Article 6);
 - (ii) A function to settle the Usage Fees, etc. payable by the Member under the Reservation for Use formed using the Service and the Rental Agreement formed based on such Reservation for Use (details thereof shall be stipulated in Article 14);
 - (iii) A function to distribute the digital key to the Member's smartphone, etc., which is necessary for opening and closing the locks of the rental car used by the Member based on the Rental Agreement; and
 - (iv) Other functions related to the functions listed in the preceding items.
2. To use the Service, a device that can use the App, such as a smartphone, is required, and some functions may not be available depending on the device.
 3. The Company may change or discontinue all or part of the functions pertaining to the App without prior notice to the Members due to its convenience (including cases where all or part of the Service is changed or discontinued). In such cases, the Company may change or delete the App on the Members' smartphones, etc.
 4. If it is necessary to re-download or upgrade the App or the Web App in the case stated in the preceding paragraph, etc., the Member may not be able to use the App until the re-download or upgrade of the App is completed on the smartphone, etc.

Article 4 (Formation of the Service Usage Agreement)

1. A person who wishes to use the Service (hereinafter referred to as "Applicant") shall register the matters specified by the Company on the App after agreeing to these Terms on the App and at the point when the "Start" button is pressed, the Service Usage Agreement shall be formed between the Applicant and the Company. The Applicant who clicked the "Start" button is deemed to have agreed to these Terms.
2. If the application by the Applicant stated in the preceding paragraph falls under any of the matters stipulated in each item of Article 16 of these Terms, or if there has been a past violation of these Terms, the Company may refuse the Applicant's application to use the Service.

Article 5 (Management of ID and Password)

1. When using the Service, the Company will authenticate the Member using the method specified by the Company from among the methods specified in the following items:
 - (i) Method of authentication using email address and password;
 - (ii) Method of authentication using cookies issued from the server managed by the Company when authentication in (i) above is performed; or
 - (iii) Method of authentication using biometric information.

2. In addition to the methods stated in the preceding paragraph, in order to confirm the identity of the Member, by the time of commencing the first use, the Company shall confirm the identity of the Member by using the identity confirmation system (hereinafter referred to as “eKYC System”) provided by the identity confirmation service company designated by the Company and receiving the transmission of image information for identity confirmation (the Member’s appearance photographed through the eKYC System and the identification document with photograph). If the information read by the eKYC System differs from the actual Member’s information, the Member shall correct and register the actual information on the App and the Web App.

In addition, if there are any changes to the image information for identity confirmation that the Member has sent to the Company, the Member shall register the information after said changes on the App and the Web App each time.

3. In addition to Paragraph 1 of this Article, if the Member is not authenticated by the method stipulated in Paragraph 2 of this Article, the Member will not be able to use the Service. On the other hand, if the Member is authenticated by such method, the Company and the Operator will regard the use of the Service after authentication as being by the Member.
4. The Member shall strictly manage the registered email address and password, the devices on which such information is entered, and the compatible device on which the cookie specified in Paragraph 1, Item 1, (ii) is stored, and shall be prohibited from transferring, lending, or otherwise allowing a third party to use them. The Member shall be responsible for the management, etc. of such information and devices.

Article 6 (Reservation for Use)

1. When applying for the Reservation for Use, the Member shall make the application on the App. When applying for the Reservation for Use, the Member agrees to pay by the method stipulated in Article 14 after entering accurate data for the matters specified by the Company and shall enter the information necessary for payment. At this time, the Member shall be deemed to have agreed to the cancellation policy and the Rental Terms and Conditions, etc. stipulated by the Operator with whom the Member intends to apply for the reservation.
2. After the Company confirms that the entry matters stipulated in the preceding paragraph is accurate and that the registered payment method is available, the Reservation for Use of the rental car for the applicable rental car shall be deemed to be formed between the Member and the Operator under the conditions stipulated in the Operator’s Rental Terms and Conditions, etc. at the earlier of when the Company sends the Member an email notifying the Member of completion of the reservation, or when the formation of the reservation can be confirmed on the App.

3. If the credit limit of the credit card registered by the Member on the App or Web App is insufficient, the Member may not be able to apply for the Reservation for Use, and after the application for the Reservation for Use, the Company may cancel such Reservation for Use.

Article 7 (Entering into the Rental Agreement)

1. If the Member enters into the Rental Agreement with the Operator through the Service, the Member shall start using the subject rental car using the digital key distributed to the Member's smartphone via the App.
2. Based on the agreement for the Reservation for Use stipulated in Article 6, Paragraph 2, the Rental Agreement shall be entered into between the Member and the Operator when the Member presses the "Start Using" button on the App or when the Member enters the "Start Using Code" if they are asked to enter the "Start Using Code" after pressing the "Start Using" button. Upon entering into the Rental Agreement, it is deemed that the Member agrees that the Rental Terms and Conditions, etc. stipulated by the relevant Operator will be the content of the agreement (the amount of use, etc. shall be the amount stipulated in the Rental Terms and Conditions, etc. of the relevant Operator). However, the Operator may not enter into any Rental Agreement if the Member falls under any of the reasons for refusal of rental stipulated in the Rental Terms and Conditions, etc. or if the Operator deems it inappropriate to enter into the Rental Agreement with the Member.
3. The Additional Driver can also press the "Start Using" button to start using the subject rental car, and at that point, the Member who registered the Additional Driver shall be deemed to have entered into the Rental Agreement with the Operator under the same conditions as those stipulated in the preceding paragraph.
4. When the Member registers the Additional Driver in entering into the Rental Agreement, the Member shall inform the Additional Driver of the matters stipulated as the obligations of the Member in the Rental Terms and Conditions, etc. specified by the Operator, as well as these Terms, and cause such Additional Driver to comply therewith.

Article 8 (Cancellation or Change of Reservation for Use or Rental Agreement)

1. The Member may apply for cancellation of any Reservation for Use formed on the App in accordance with Article 6, Paragraph 2. Furthermore, an application for cancellation made on the App will only be treated as a cancellation on the same day if the procedure is completed by midnight on the day, and if the procedure is not completed by midnight on the day, the cancellation will be treated as a cancellation on or after the following day.
2. In accordance with the provisions of the preceding paragraph, the Member must apply to cancel the Reservation for Use in accordance with the procedures for cancellation of Reservation for Use on the App. The time of formation of the cancellation shall be when the email confirming the completion of the cancellation is sent to the Member.

3. The period during which a cancellation fee for the Reservation for Use accrues and the cancellation fee shall be the period and the fee specified by each Operator on their website, the Rental Terms and Conditions, etc.
4. In the case of changing the details of the Reservation for Use, such change shall be made through the Web App or the App. In this case, the period during which the change can be made and the change fee shall be subject to the conditions stipulated by each Operator.
5. The handling of reductions, etc. in the case of returning the rental car earlier than the scheduled return time in the Rental Agreement formed in accordance with the Paragraph 2 of the preceding Article shall be subject to the conditions stipulated by each Operator.

Article 9 (Picking up the Vehicle)

When using a rental car, the Member shall pick it up at the “Departure Location” registered on the Web App or the App or designated upon agreement between the Member and the Operator.

Article 10 (Returning the Vehicle)

1. When returning a rental car, the Member shall return it to the Uqey Station at the “Return Location” registered on the Web App or the App or designated upon agreement between the Member and the Operator.
2. The Rental Agreement shall be terminated after the rental car is returned to the Uqey Station stipulated in the preceding paragraph and the return procedure is completed on the App. Further, charges such as extension fees will continue to accrue until the Rental Agreement is completed.

Article 11 (Extension of Rental Agreement)

1. The agreement can only be extended with the consent of the Operator who is renting out the rental car. However, consent may not be granted if it interferes with the business of the Operator.
2. In the case of an extension of the agreement for the rental car based on the consent stated in the previous paragraph, a usage fee stipulated by the Operator will accrue.
3. Notwithstanding the provisions of Paragraph 1, if the Member uses the rental car beyond the scheduled return time without obtaining consent, in addition to the usage fee stipulated in the previous paragraph, the Member shall pay a penalty in the amount determined by the Operator.

Article 12 (Restrictions, etc. on Car Rental Service)

With respect to the car rental service provided by the Operator through the Service, it may not be possible to select some of the options (for example, one-way (drop-off) service) that the Operator provides for its regular car rental service. In addition, there may be differences in the rate plan, etc. from that of the regular car rental service.

Article 13 (Temporary Grant of Key Authority)

1. After returning the rental car, the Member may receive the Recovery Digital Key for the purposes specified below: (i) When retrieving left-behind luggage or garbage, etc. (ii) When there is an emergency need to protect human life, body, or property
2. The Member shall not drive a rental car that has been unlocked using the Recovery Digital Key.
3. The Member may not use the Recovery Digital Key for any purpose other than those specified in each item of Paragraph 1. If the Recovery Digital Key is used for any other purpose, a penalty of 20,000 yen per hour (rounded up to the nearest hour) will be charged for the time the rental car cannot be used, regardless of the reason.
4. After completing the purposes stipulated in each item of Paragraph 1, the Member shall promptly complete the car return procedure on the App. In this case, if damage occurs due to failure to go through the rental car return procedure, the Member who failed to go through the car return procedure shall be responsible for the full amount of damages.

Article 14 (Payment of Usage Fees, etc.)

1. The Member shall pay the Usage Fees, etc. payable to the Operator based on the Reservation for Use formed in accordance with Article 6, Paragraph 2 and the Rental Agreement formed in accordance with Article 7, Paragraph 2, using a third-party payment processing company designated by the Company through the Company using the credit card registered by the Member on the App or the Web App at the time of completion of return of the rental car (meaning the time when the “Start Return” button is pressed on the App). This payment cannot be made in installments.
2. The processing of the credit stated in the preceding paragraph will be carried out in accordance with the terms and conditions and personal information protection policies of the payment processing company and the Member’s payment service provider, in addition to these Terms.
3. The Company shall not be responsible for any negligence by the payment processing company.
4. Notwithstanding the provisions of Paragraph 1, if the Operator becomes aware of a change to the original reservation time or a penalty accrues, etc., and the fee, etc. is incurred or reduced after the rental car has been returned, the Operator will cancel the settlement of the Usage Fees, etc. stipulated in the same paragraph and request the Member to pay the newly determined amount within ten (10) days of the return date. The method of payment for the relevant amount shall be the same as that stipulated in Paragraph 1.
5. Depending on the credit card used by the user, the Operator may transfer the claim for the Usage Fees, etc. to the credit card company and a third party designated by the credit card company, and the user shall consent thereto. The user agrees not to assert any defense of simultaneous performance, defense of nullity, revocation, or cancellation, defense of

extinctive prescription, defense of setoff, or any other defenses in the event of assignment of claims related to the Usage Fees, etc.

6. In the cases of Paragraphs 1 and 4 of this Article, if credit card settlement cannot be executed or settlement is cancelled (excluding the case of cancellation stipulated in Paragraph 4 of this Article), the user shall pay the relevant fee using the method designated by the Operator.

Article 15 (Inquiries, etc.)

1. The car rental service is a service provided by the Operator to the Member based on the Reservation for Use and the Rental Agreement. As the Company is not a party to the Reservation for Use and the Rental Agreement, the Member shall contact the contact details specified by the Operator and stated in the “Reservation Completion Notice” email sent from the Service for any inquiries, requests, or complaints, etc. regarding the car rental service or the Rental Terms and Conditions, etc. provided by the Operator.
2. Notwithstanding the provisions of the preceding paragraph, if the Member finds any defect with the Device or the App, the Member shall contact the Uqey support desk stated in the rental certificate issuance email sent from the Service.

Article 16 (Prohibited Matters)

The Member shall not engage in any of the following acts when using the Service:

- (i) Any act that makes false declarations to the Company;
- (ii) Any act that infringes or may infringe on the intellectual property rights, privacy, or other rights or interests of the Company or a third party;
- (iii) Any act that causes or may cause loss or damage to the Company or a third party;
- (iv) Any act that damages or may damage the reputation or credibility of the Company or a third party;
- (v) Any act that is or may be contrary to public order and morals, any act that provides or may provide information that is contrary to public order and morals to third parties;
- (vi) Any criminal act, any act that leads to criminal acts, any act that violates laws and regulations, including the Road Transportation Act, or any act that may be such act (including, but not limited to, acts similar to passenger motor vehicle transport businesses (taxi businesses), drunk driving, and voyeurism in vehicles);
- (vii) Any act that falsifies the name on a credit card or uses a credit card in another person's name;
- (vii) Any act that uses a third party's email address to use the Service under the guise of that third party (including allowing a third party to use the digital key that has been distributed);
- (ix) Any act that uses or provides or may use or provide harmful programs such as computer viruses through or in relation to the Service;

- (x) Any act that modifies or tampers with the systems and devices related to the Service, or reverse engineering (mainly meaning analyzing the content and converting it into a human-readable form) such as decompiling or disassembling;
- (xi) Any act that places an excessive burden on the Company's or a third party's network or other equipment or causes them to operate improperly;
- (xii) Any act that may interfere with or hinder the business of the Company or any third party;
- (xiii) Any act that uses the Service for commercial or profit-making purposes;
- (xiv) Any act in violation of these Terms; or
- (xv) Any other acts that the Company deems inappropriate in terms of providing or operating the Service.

Article 17 (Termination or Suspension, etc. of Use)

1. If the Member falls under any of the items in Article 17, Paragraph 3, the Company may, at its option, terminate the use of all or part of the Service functions without cancelling the Service Usage Agreement. In this case, the Reservation for Use made by the Member and formed using the Service will be cancelled at the same time as such termination of use.
2. The Company may, in place of or in addition to the measures stated in the preceding paragraph, require the Member to resolve the relevant reasons, specifying a time limit. However, the provisions of this paragraph shall not prevent the Company from cancelling the Service Usage Agreement in accordance with Article 19, Paragraph 2.
3. If any of the following items apply, the Company may suspend or terminate the provision of all or part of the Service without prior notice or announcement to the Members.
 - (i) When a failure occurs in the system, equipment, etc. necessary for the provision of the Service, or when maintenance, servicing, or work, etc. becomes necessary;
 - (ii) When it becomes difficult to provide the Service due to an act of a third party other than the Company, such as suspension of the provision of telecommunication services by the telecommunications carrier;
 - (iii) When the operation of the Service becomes impossible due to accidents such as fire or power outage, natural disasters such as earthquake or flood, war, riot, labor dispute, etc.;
 - (iv) When it becomes difficult to provide the Services due to laws, regulations, administrative orders, etc.;
 - (v) When a request is made by the Operator, etc.; or
 - (vi) When the Company otherwise deems it necessary and unavoidable due to reasons not attributable to the Company.
4. The Company shall not be liable for any damage or loss incurred by the Members or third parties as a result of the termination of the Service in accordance with Paragraph 3.

Article 18 (Discontinuation)

The Company may discontinue all or part of the Services at any time for its convenience. In this case, the Company shall make it known to the Members by posting on the Company's website or by other means that the Company deems appropriate.

Article 19 (Cancellation)

1. The Member may cancel the Service Usage Agreement by applying for cancellation (performing the cancellation procedure by clicking the "Cancel Membership" button on the App). However, if there is any Reservation for Use formed using the Service or Rental Agreement formed based on such Reservation for Use, the cancellation cannot be made until the said transaction is completed.
2. The Company may immediately cancel the Service Usage Agreement without making any demand if the Company determines that the Member falls under any of the following items:
 - (i) When it is found that the content of the application for the Service Usage Agreement is contrary to the fact;
 - (ii) When the Member engages in an act that violates these Terms;
 - (iii) When the Member fails to pay the Usage Fees, etc. and other obligations owed to the Company by the due date;
 - (iv) When the use of the Member's designated credit card or payment account is suspended by the credit card company, payment agent, etc.;
 - (v) When the Company is not able to contact the Member for ninety (90) days or more;
 - (vi) When the Company reasonably determines that the Member is the Antisocial Forces, etc. (meaning organized crime groups, members of an organized crime group, right-wing groups, antisocial force, quasi-members of an organized crime group, corporate racketeers, groups engaging in criminal activities under the pretext of conducting social campaigns, crime groups specialized in intellectual crimes, or any other persons equivalent thereto; the same shall apply hereinafter), has some kind of interaction or involvement with the Antisocial Forces, etc. such as cooperating with or being involved in the maintenance, operation, or management of the Antisocial Forces, etc. through funding or other means, or a corporation, etc. in which the Antisocial Forces, etc. are substantially involved in its management; or
 - (vii) When the Company otherwise reasonably determines that it is inappropriate to be the Member.
3. If the Company discontinues all of the Services pursuant to Article 18, the Service Usage Agreement shall be automatically terminated.

4. If the Service Usage Agreement is terminated in accordance with the provisions of Paragraph 2 or 3, the Reservation for Use shall also be automatically cancelled at the same time as the termination. If there is any transaction in progress under the Rental Agreement formed using the Services, the Service Usage Agreement shall remain in effect for the relevant transaction.

Article 20 (Member's Responsibility)

1. The Company only provides a platform for the Members and the Operators to enter into the Reservations for Use and the Rental Agreements and does not become a party to the Rental Agreement. The Company shall not be responsible for any trouble, etc. related to the rental cars used by the Member in accordance with the Rental Terms and Conditions, etc.
2. The Member shall lock the keys to the rental car when returning it or temporarily leaving it, etc. If the Member fails to do so, the Member shall be liable for all damages incurred due to the car not being locked (including special damages).
3. In the event of any problems or disputes, etc. arising between the Member and other contracting parties or third parties in relation to the Rental Agreement and the use of the rental car thereunder, the Member shall resolve the same at their expense and responsibility.
4. If using a parking lot (including but not limited to monthly parking lots and hourly parking lots) when picking up or returning a rental car, the Member shall comply with the terms of use, etc. stipulated for that parking lot. In the event of trouble or dispute, etc. arising with a third party, including the owner of the parking lot, due to a violation of such terms of use, etc., or if damage is caused by damaging the property in the parking lot, etc., the Member shall promptly notify the Operator and resolve the same at their expense and responsibility based on the instructions of the Operator.
5. The Member acknowledges that there may be cases where the App or the Device, etc. cannot be used due to reasons such as a dead smartphone battery, poor signal, theft, loss, or malfunction. The Company shall not be liable for any damage incurred by the Member or third parties due to such causes.
6. If the Member finds any defect with the Device, the Member shall report it to the reporting address specified in Article 15, Paragraph 2 without delay.
7. If the Member violates these Terms or causes damage to the Company in relation to the use of the Service, the Member shall compensate the Company for any damage incurred by the Company.
8. If the Member is subject to fines due to violations of laws and regulations, etc. regarding the use of rental car under the Rental Agreement or the use of the Service, the Member shall deal with it at their expense and responsibility. The Company shall not be liable therefor.

Article 21 (Company's Responsibility)

1. The Company is not a party to the Rental Agreement, and even in cases where it is unable to rent out a rental car to the Member who has made the Reservation for Use in advance due to an accident, theft, delay in returning the rental car by another Member, or other reasons not attributable to the Company, the Company shall not be liable therefor.
2. The Company shall be responsible for providing and operating the Device with the duty of care of a good manager. If the Device does not function properly due to a dead battery, breakdown, or other reasons caused by insufficient management by the Operator or improper handling by the Member, etc., and the rental car key does not open or close properly, the Company shall not be liable therefor.
3. Regardless of the cause, the scope of the liability of the Company to the Member for damages in relation to the Service shall be limited to ordinary damages actually incurred by the Member due to reasons attributable to the Company or as a direct result of the Company's violation of these Terms, etc., and the amount of damages to be paid to the Member shall not exceed the total amount paid by the Member under the agreement related to such damage, among the Rental Agreements formed using the Service in the twelve (12) months immediately preceding the occurrence of such damage. Furthermore, the Company shall not be liable for any damage arising from reasons not attributable to the Company, any damage or lost profits arising from special circumstances whether or not foreseeable by the Company.

Article 22 (Handling of Personal Information)

1. The handling of personal information by the Company shall be as stipulated in the Personal Information Protection Policy and Uqey Privacy Policy.
2. The Company may use the personal information of the Member within the scope of the purpose of use stated in the Uqey Privacy Policy even after the termination of the Service Usage Agreement.

Article 23 (Intellectual Property Rights, etc.)

The Member may use the Service only to the extent necessary for using the Service under the Service Usage Agreement, and intellectual property rights such as patent rights, utility model rights, design rights, trademark rights, copyrights, and all other rights related to the Service shall not be transferred to Member.

Article 24 (Notice)

Notices to be given by the Company to the Member may be made by email to the email address registered by the Member, by short message, by using the app push notification function, by posting on the website operated by the Company, or by other methods that the Company deems appropriate.

Article 25 (Notification of Change)

1. If there are any changes to the registered information, the Member shall notify the Company promptly using the method specified by the Company. The Company shall not be liable for

any damage incurred by the Member or third parties due to failure to notify the Company of changes to registered information.

2. If the notification under the preceding paragraph is made, the Company may request that the Member present or submit documents to confirm the facts of the notification, and the Member shall respond to such request.

Article 26 (Survival)

The provisions of Article 14 (Payment of Usage Fees, etc.), Article 16 (Prohibited Matters), Article 17 (Termination or Suspension, etc. of Use), Paragraph 4, Article 19 (Cancellation), Paragraph 4, Article 20 (Member's Responsibility), Article 21 (Company's Responsibility), this Article, Article 28 (Prohibition of Assignment, etc. of Rights), Article 30 (Court of Jurisdiction), and Article 31 (Governing Law) shall survive the termination of the Service Usage Agreement.

Article 27 (Changes to these Terms)

1. The Company may change these Terms if it deems it necessary.
2. If the Company changes these Terms, it will notify the Members of the fact of the change, the date on which it comes into effect, and the details of the change using methods it deems appropriate, such as the notification function of the App.

Article 28 (Prohibition of Assignment, etc. of Rights)

The Member may not assign, cause to be succeeded to by, or offer as collateral to any third party all or part of the rights they have against the Company or the obligations they owe to the Company under the Service Usage Agreement.

Article 29 (Severability)

Even if any provision of these Terms or part thereof is judged to be invalid by laws and regulations, etc., the part other than the invalidated part shall continue in full force and effect.

Article 30 (Court of Jurisdiction)

If a need for lawsuit arises between the Member and the Company in connection with these Terms, the Nagoya District Court shall be the exclusive court of jurisdiction for the first instance.

Article 31 (Governing Law)

The formation, validity, interpretation, and performance of the Service Usage Agreement shall be governed by the laws of Japan.

Enacted on January 10, 2023

Revised on January 25, 2023

Revised on February 22, 2023

Revised on June 21, 2023

Revised on May 5, 2024

Revised on August 5, 2024

Revised on November 25, 2024