

Terms of Use of krew Service

These Terms of Use (hereinafter referred to as the "Terms of Use") stipulate the conditions of use and rights between MESCIUS inc. (hereinafter referred to as the "Company") and the Customer, commonly applied when the Customer uses the Company's service (hereinafter referred to as the "Service"; details defined in Article 2, paragraph 1).

The Customer is deemed to have agreed to the Terms of Use when explicitly agreeing the Terms of Use, applying to the Company for registration based on the Terms of Use, or starting the use of the Service.

Chapter 1 Conditions Common to Services

Article 1 (Purpose)

The Terms of Use are intended for the Customer to use the Service provided by the Company according to them. To use the Service, the Customer should read the entire Terms of Use to agree with them.

Article 2 (Definition)

1. The "Service" means the "krewSheet", "krewData", and "krewDashboard" provided by the Company (hereinafter simply referred to as "krewSheet", "krewData", and "krewDashboard", respectively). For details of each Service, see the respective section of Chapter 2 in the Terms of Use.
2. The "Applicant for Registration" means anyone who is interested in using the Service and applied or wishes to apply for registration.
3. The "Customer" means a business operator among the Applicants for Registration who has been registered as a user of the Service under Article 5.

4. The "Use Contract" means the contract between the Company and the Customer relating to the use of the Service and contains the Terms of Use.
5. The "Collaborating Service" means a third-party service for which the Service functions as a plug-in.
6. The "Collaborating Service Provider" means a business operator providing the Collaborating Service.
7. The "Third party Service" means a service which can be integrated with the Service and is provided by a third party, but is not a Collaborating Service.
8. The "Company's Site" means the websites managed and operated by the Company containing "mescius.com" or "mescius.jp" in their domains.
9. The "Entitlement" means the right to use the Service granted by the Company to the Customer as far as the Customer observes the Use Contract.
10. The "User" means a natural person who uses the Service under the Customer's supervision such as an employee of the Customer.
11. The "Usage Fee" means the fee calculated for each Use Contract based on the Service price list defined in the Company's Site and other places.
12. The "Monthly Usage Fee" means the fee for one month calculated based on the Usage Fee.

Article 3 (Application)

1. The Terms of Use are intended to define the Service provision conditions and the Company's and the Customer's rights and obligations relating to the use of the Service, and apply to all Customer and Company relations relating to the use of the Service.
2. The conditions on the use of the Service posted by the Company on the Company's Sites shall consist a part of the Terms of Use.
3. If there is a difference among the Terms of Use, the conditions of the preceding paragraph, and other explanations of the Service outside the

Terms of Use, then the Terms of Use shall supersede unless otherwise explicitly stated that such conditions or explanations supersede the Terms of Use. If the Company made a separate agreement with the Customer relating to the use of the Service, such agreement shall supersede the Terms of Use.

Article 4 (Modification)

1. The Company may make modifications or additions to the Terms of Use and the Service (hereinafter referred to as the "Terms of Use and Service") any time if such change meets the Customer's general interest or is reasonable for the purpose of the Use Contract.
2. In addition to what is set forth in the preceding paragraph, when the Company make modifications to the Terms of Use and Service, the Company notifies of it the Customer at least thirty days prior to the effective date of the modifications on the Company's Site and other places as well as the Customer's administrator for the Service by e-mail and other means. If the Customer does not agree the modified Terms of Use and Service, the Customer has to terminate the Service before the effective date of the modifications and end the usage of the Service. When the Customer does not terminate the Service after the modifications, the modified Terms of Use and Service shall apply to the customer.

Article 5 (Registration)

1. The Customer shall apply for the use of the Service by agreeing to observe the Terms of Use and providing the necessary information for application by means determined by the Company.
2. The Company determines, based on its criteria, whether to approve the application in the preceding paragraph. When the Company approves the

application, it is notified to the Customer by means designated by the Company.

3. At the time when the Company indicates its intention of approval set forth in the preceding paragraph, the Use Contract of the Service is established between the Company and the Customer.
4. The Company may reject approval of the application in the paragraph 1 if the Customer falls under any of the following items. The Company shall assume no obligation to disclose the reason for such rejection.
 - (1) There is any false statement, error or missing in whole or part of the necessary information submitted to the Company.
 - (2) The Customer is an antisocial force such as organized crime group, gangster, right-wing organization, and the like or is deemed by the Company to have ties to any antisocial force by cooperating to or involving in such antisocial force's maintenance, operation, or management through funding or by any other means
 - (3) The Company deems that the Customer is a party that has once breached our contract or its related party
 - (4) The Customer was subject to measures under Article 22 (Suspension and Unsuspension of Use)
 - (5) The Company deems that the registration is inadequate

Article 6 (Trial Use of The Service)

1. The Customer may try the Service free of charge during the trial period set by the Company (hereinafter referred to as "trial period") only for the purpose of considering introduction and evaluation of the Service by the Customer itself if the Customer let the Company know of it at the time of registration in the preceding Article.

2. The Customer can no longer use the Service free of charge after the expiration of the trial period in the preceding paragraph. If the Customer continues to use the Service after the trial period, the Customer has to apply for the paid use of the Service to obtain the Entitlement.
3. The Company shall assume no responsibility for damage incurred during the Customer's trial period even if there was willful misconduct or gross negligence on the Company.
4. The Company shall assume no responsibility for damage caused to the Customer by not running a trial set forth in the first paragraph.

Article 7 (Granting of Entitlement)

1. The Company grants the Entitlement of the Service to the Customer after the Customer completes the Registration set forth in Article 5, according to the conditions defined in the order sheets used to apply for the use of the Service (hereinafter referred to as "order sheets").
2. The Company may regard that all acts of using the Service belong to the Customer after the Entitlement is granted.
3. The content of Entitlement granted under this Article depends on the Service type the Customer applied for. For details, see the provision for the applicable service in the Terms of Use.
4. The Customer may use the technical support in accordance with the krew Technical Support Service Manual separately made by the Company.

Article 8 (Changes in Customer Information)

1. If there is any change in the registration information, the Customer shall notify the Company of such change without delay by means determined by the Company for each type of the Service applied by the Customer.

2. If the Customer wants to change a condition granted under the preceding Article such as the number of Entitlements, hours, and count, the Customer shall apply for Entitlement condition change by submitting the desired change content to the Company by means determined by the Company. The new usage fee and payment terms shall be decided upon such application.
3. The Company shall assume no responsibility even if the Customer or third parties suffer damage due to unreached notices caused by the Customer's neglect of submission prescribed in the preceding paragraph.

Article 9 (Usage Fee and Payment Terms)

1. The Usage Fee and calculation method of the Service shall comply with the content defined in the order sheets unless otherwise defined in the Terms of Use.
2. The Company may change the Service price list, the Usage Fee, and calculation method on its own judgment according to the procedure under Article 4.
3. The Customer shall pay the Service Usage Fee and other debts under the Terms of Use plus the tax amount under the Consumption Tax Act, according to the method and payment due date decided in the order sheets.
4. If the Customer fails to pay the debt based on the preceding paragraph past the payment due date, the Customer shall pay the penalty interest calculated by multiplying the number of days from the next day of the prescribed payment due date to the previous day of the actual payment day by the annual interest rate of 14.6% together with the Usage Fee of the Service and so on by the settlement date specified by the Company using the method specified by the Company.
5. The bank charge and other expenses necessary for the payment in the preceding paragraph shall be borne by the Customer.

6. The Company shall not reduce or refund the Usage Fee received from the Customer except as otherwise specifically provided in the Terms of Use.
7. Notwithstanding the paragraph 3 in this Article, if the Customer pays the Usage Fee and other related charges (hereinafter referred to as the "Expense") via any corporation or organization licensed by the Company to sell the Service (hereinafter referred to as the "Reseller"), the Expense and payment terms shall comply with means determined by the Customer and the Reseller.

Article 10 (Telecommunication Line)

1. The telecommunication line and its operating environment necessary for the Customer to use the Service shall be secured and maintained on the Customer's own responsibility and cost. The Company assumes no responsibility for such telecommunication line and its operating environment.
2. The Customer shall bear all communication expenses necessary for using the Service.
3. The Company shall assume no responsibility even if the Service becomes unavailable due to a problem in the Customer's connection environment such as a problem in the Customer's facility and a failure of the Internet connection service.

Article 11 (Data Input and Management)

1. The Customer shall understand that the information output by the Service is based on the information input by the Customer and assume all responsibilities for legality, validity, and truth of the information input by the Customer; the Company does not acquire any right to any information

the Customer input except for the scope allowed by the Customer according to the Terms of Use.

2. For data the Customer enters, provides, and transmits associated with the use of the Service, the Customer shall maintain the necessary information on the Customer's own responsibility.
3. For information the Customer entered, the Company is not obliged to restore such information if it was lost or damaged due to failures of facilities providing the Service.

Article 12 (Handling of Personal Information)

1. The Company shall acquire the personal information of the Customer or the User ("Personal Information" under Article 2 (1) in the Act on the Protection of Personal Information), and the access history related to the Service, the browsing history, the setting information, etc. (hereinafter referred to as the "Usage History" collectively), according to the Terms of Use.
2. The Company shall use the Personal Information and the Usage History only within the scope of purpose under the following items.
 - (1) Provide the procedure and information to use the Service
 - (2) Analyze the status of utilization and measure and analyze the effects to improve the convenience, quality and functionality of the Service
 - (3) Send and transfer potentially useful information to the Customer and various notices regarding the Service or other services provided by the Company
 - (4) Prevent the Service from being abused and inspect occurrences of abuse
 - (5) For other tasks required to provide the Service
 - (6) The Company shall not disclose or leak the Personal Information of the Customer in compliance with the Company's privacy policy and shall comply with the related laws.

[To see the Company's Privacy Policy]

<https://www.mescius.com/policy/privacy/>

Article 13 (Outsourcing)

The Company may outsource to third parties all or part of its tasks relating to the provision of the Service without the Customer's consent. If this is the case, the Company shall manage such outsourcees responsibly.

Article 14 (Prohibited Acts)

When using the Service, the Customer shall refrain from engaging in the following acts.

- (1) Any act that violates laws and regulations, the Terms of Use, or contracts relating to the Service including the terms defined by the Collaborating Service Provider
- (2) Any act offensive to public order and morals
- (3) Any act to use the Service through masquerading a third party
- (4) Any act that lends, assigns, licenses, transfers, sells, purchases, or shares the Entitlement that the Company granted to the Customer, to or with a third party

However, this shall not apply when the Customer grants to a third party the license to reuse the Service while fulfilling all the conditions of the krew service reuse license terms separately defined by the Company.
- (5) Any act that uses, shares, or attempts to obtain other person's Entitlement
- (6) Any act that hinders the provision of the Service
- (7) Any act that infringes the intellectual property right of the Company, the Collaborating Service Provider, or third parties

- (8) Any act that infringes the property, privacy, or portrait right of the Company, the Collaborating Service Provider, or third parties
- (9) Any act that discriminates, slanders, or insults the Company, the Collaborating Service Provider or third parties, which causes controversy against other companies, or that defames the trustworthiness or reputation of other companies
- (10) Any act that leads to or encourages crime or illegal activities
- (11) Any act that hinders any other Customer's use
- (12) Any act that analyzes the software consisting of the Service, reverse-engineers, or attempts to obtain the source code
- (13) Any act that assists, encourages, and is likely to cause any acts prescribed in the above items
- (14) Any other acts that the Company deems to be inadequate

Article 15 (Intellectual Property Right and Others)

1. The intellectual property rights relating to all content that is contained in the Company's Site and in the Service as well as the programs that consist of the Service belong to the Company or other duly-authorized party.
2. The Customer shall not alter, modify or remove the copyright notice contained in the Service.
3. If the Service contains any content provided by a third party other than the Company, the copyright and other intellectual property rights of the content belong to the third party that provides it.

Article 16 (Responsibility in case of Infringement)

1. If any intellectual property-related claim or other charge arises from a third party to the Customer relating to the use of the Service, the Customer shall

immediately notify the Company of it in writing, and the Company shall handle such claim on its own responsibility and cost.

2. The previous paragraph shall not apply if such claim arose for any reason attributable to the Customer and the Company misses an adequate defense opportunity due to reasons such as Customer's failure of prompt notification of such claim to the Company.

Article 17 (Limitation of Warranty)

1. The Company does not guarantee that the Service meets the Customer's specific purpose of use or achieves specific results.
2. The Company will use its best efforts to eliminate bugs in the Service. Notwithstanding the foregoing, the Service is provided on an as-is basis, and the Company does not guarantee that the Service is free from any bugs and errors.
3. The Service is provided on a Collaborating Service. The Company does not guarantee that the Collaborating Service is free of errors or the Service is always provided without errors if the collaborating service content is changed.
4. The Company does not guarantee that the Service operates properly in environments other than those defined by the Company or the Collaborating Service Provider.

Article 18 (Indemnity and Limitation of Liability)

1. The Company shall assume responsibility for the Service within the limitations under the Terms of Use. The Company assumes no responsibility for matters not subject to guarantee, not subject to the Company's responsibility, subject to the Customer's responsibility, and any other matters not attributable to the Company under the Terms of Use.

2. If an error occurs in the Service, the Company shall endeavor to make improvements within a reasonable time frame using the methods the Company deems appropriate. However, this does not guarantee that the modification of the program or other measures performed by the Company fixes the error.
3. The Company assumes no responsibility for errors in the Service due to errors in the Collaborating Service nor obligation to change the content of this Service with a change to the Collaborating Service.
4. Even if there is damage to the Customer relating to the Service due to reasons attributable to the Company, the Company shall accept liability for damage only when there was willful misconduct or gross negligence on the Company.
5. In such case set forth in the preceding paragraph, the extent of compensation liability of the Company is up to the Usage Fee paid by the Customer to the Company for the last one month.
6. If the terms to indemnify or limit the Company's responsibility, including those of the preceding and this Articles in the Terms of Use, become invalid due to application of laws such as the Consumer Contract Act, the Company shall accept liability for direct and actual damages that actually occurred to the Customer.

Article 19 (Recourse by The Company)

The Company shall be able to claim for compensation of the damages caused by the Customer's intentional mistake or gross negligence, including compensation to third parties and attorney's fees, etc.

Article 20 (Stop of the Service)

1. The Company may stop or suspend part or all of the Service or temporarily limit the number of entitlements, available hours, and others without the Customer's prior consent in any of the following cases.

- (1) When performing maintenance. The Company shall notify the Customer of the maintenance as much as possible in advance using the method that the Company judges to be appropriate such as e-mail or the Company's Site.
 - (2) In the case of causes beyond the Company's control, such as halt or maintenance of the telecommunications services provided by domestic or international electronic communications companies, the power supply service provided by an electric utility company, or other public services
 - (3) When an event is judged to be an emergency situation of security
 - (4) In the case of situations beyond the reasonable management of the Company (including, but not limited to, non-contestability, act of government, flood, fire, earthquake, insurgency, terrorism, strike, other labor dispute, and failure or delay of the Internet service providers)
 - (5) If the Collaborating Service or the Collaborating Service Provider is under any circumstance described above
 - (6) In other cases that the Company judged to be necessary
2. In addition to what is set forth in the preceding paragraph, the Company may suspend the Service if continuation of the Service could cause serious problems for the Customer due to obstruction by a third party or because of any other compelling reason.
 3. The Company assumes no responsibility for disadvantage and damage that occurred to the Customer resulting from the suspension of the Service under this Article.

Article 21 (Discontinuity of the Service)

1. The Company reserves the right to discontinue part or all of the Service at any time.

2. If part or all of the Service is discontinued, the Company notifies it to the Customer of the Service at least three (3) months prior to such discontinuation.
3. Even if such three-month notice is impossible due to unforeseeable reasons or any other compelling reason including establishment, revision, or abolition of laws and regulations, act of God, and termination of the Collaborating Service-related contract with the Collaborating Service Provider, the Company notifies the Customer of it as soon as possible.
4. If the Service is discontinued under this Article, the Company shall return the amount calculated by multiplying the number of unused contract months by the Monthly Usage Fee. However, this shall not apply if there is any unpaid Usage Fee at the time of such discontinuation.

Article 22 (Suspension and Unsuspension of Use by The Company)

1. The Company may stop providing the Service to the Customer or terminate all or part of the Use Contract without notice to the Customer if the Company judges that the Customer falls under any of the following items.
 - (1) The Customer engaged in any act posing a problem for the Company's businesses
 - (2) The Customer violated laws, ordinances, or other regulations or breached the Use Contract
 - (3) The Customer is subject to attachment, provisional attachment, provisional disposition, delinquent tax collection or any other similar disposition by a public authority or is filed for commencement of bankruptcy proceeding, civil rehabilitation proceeding, corporate reorganization proceeding, or special liquidation
 - (4) The Customer dissolved, transferred the entire businesses, or resolved dissolution or entire business transfer

- (5) The Customer becomes unable to pay debts, such as any note or check issued or accepted by the Customer is dishonored
 - (6) The Customer is penalized with business suspension or revocation of its business license or registration by a regulatory agency
 - (7) The Customer applies to any one of the reasons described in Article 5, paragraph 4
2. If there is any grave cause making it difficult to continue the Service provision due to the Customer's breach of the Use Contract or any reason attributable to the Customer (hereinafter referred to as "violations") and the Customer does not correct such violations within fourteen (14) days regardless of the written notice, the Company may terminate all or part of the Use Contract.

Article 23 (Termination by The Customer)

1. The Customer may terminate the Service by means determined by the Company according to the Service content.
2. Notwithstanding the preceding paragraph, the Customer may terminate the Use Contract without the need of any notification or demand immediately when the Customer deems that an executive or employee of the Company is an antisocial force such as organized crime group, gangster, right-wing organization, and the like or has ties to any antisocial force by cooperating to or involving in such antisocial force's maintenance, operation, or management through funding or by any other means.
3. If the Use Contract is terminated under the preceding paragraph, the Company shall return to the Customer the amount calculated by multiplying the number of unused contract months by the Monthly Usage Fee. However, this shall not apply if there is any unpaid Usage Fee at the time of such termination.

Article 24 (Processing after Termination)

1. If the Use Contract ends for any reason, the Customer immediately ends the use of the Service and may no longer use the Service.
2. If the Use Contract ends for any reason, the Company may erase all data of the Customer stored in the Service on the Company's own judgment and shall assume no obligation to restore such erased data.
3. The Company shall accept no liability for damage that occurred to the Customer due to such data erasure under this Article.
4. If the Service is suspended or terminated under Article 22 (Suspension and Unsuspension of Use by The Company) and the preceding Article (Termination by The Customer)(hereinafter referred to as the "suspension" in this Article), the Customer shall pay any Usage Fee unpaid at the time of the suspension by the date determined by the Company.
5. Unless the paragraph 3 of the preceding Article is applied, the Customer shall not have a claim for return or refund of all or part of the Usage Fee to the Company for the termination in the middle of the use period.

Article 25 (Notifications)

Notifications relating to the Service and other notifications from the Company to the Customer under the Terms of Use shall be made by e-mail or other means determined by the Company.

Article 26 (No Assignment of Rights and Obligations)

The Customer shall not transfer its contractual status in the Use Contract to a third party or assign, transfer, or pledge all or part of its rights and obligations under the Use Contract to a third party.

Article 27 (Force Majeure)

If the performance of the Service is prevented by reasons of force majeure such as act of God and establishment, revision, or abolition of laws and regulations, the Company shall not be liable for any damage that occurred to the Customer resulting from such force majeure events regardless of the Use Contract or any other terms.

Article 28 (Negotiation)

Any doubt or uncertainty concerning interpretation of the Terms of Use, or any matters not prescribed in the Terms of Use, shall be solved through good faith negotiation between the Parties.

Article 29 (Governing Law and Jurisdiction)

Any disputes between the Company and the Customer relating to the Service and the Use Contract shall be governed in accordance with the laws of Japan and settled by exclusive original jurisdiction of the Tokyo District Court of Japan.

Chapter 2 Service-Specific Conditions

Article 30 (Service-Specific Conditions)

This Chapter stipulates the additional conditions applied to the conditions common to services in Chapter 1 for the nature of the Service. If there is any conflict with those common to services in Chapter 1, the terms in Chapter 2 shall take precedence unless otherwise specified.

Section 1 krewSheet

Article 31 (Service Contents)

1. Among the Service, krewSheet is a cloud application (plug-in) generating spreadsheets on the business improvement cloud base "kintone" or "RICOH kintone plus" (hereinafter referred to as "kintone") provided by the Collaborating Service Provider Cybozu Inc and Ricoh Company, Ltd.
2. For details of this service, visit to the Company's Site for the krewSheet page and respective manuals (documents). The Company may accordingly add or modify the content and functions of this service without prior notice on the Company's own judgment. However, its stop or discontinuation shall follow the terms in Article 20 (Stop of the Service) and Article 21 (Discontinuity of the Service).

Section 2 krewData

Article 32 (Service Contents)

1. Among the Service, krewData is a cloud application (plug-in) which aggregates the data on kintone and the data in electronic files that exist on the Third party Service and are available by the Service.
2. For details of this service, visit to the Company's Site for the krewData page and respective manuals (documents). The Company may accordingly add or

modify the content and functions of this service without prior notice on the Company's own judgment. However, its stop or discontinuation shall follow the terms in Article 20 (Stop of the Service) and Article 21 (Discontinuity of the Service).

Article 33 (Provision of the API Service)

1. Based on the Terms of Use, the Company provides the mechanism to call the execution of krewData's data editing flow from outside (hereinafter referred to as the "API Service") to the Customer who has entered into the Use Contract under a given krewData plan with the Company.
2. The Customer may use the API Service only for operating it with the kintone service and the Third party Service, and at his/her own judgment and responsibility.

Article 34 (URL Management Responsibility)

1. The Customer who wishes to use the API Service has to issue an address for the API Service (hereinafter referred to as "URL") by the method designated by the Company.
2. The Customer shall assume the full responsibility for the management of the issued URL and keep it secret from any third party. The Company shall assume no responsibility for direct, indirect, and all other damages resulting from the URL being known to any third party other than the Customer.
3. When the API Service is used with a URL, the Company shall deem that the API Service is used by the Customer who issued that URL.

Article 35 (Restrictions on API Service)

1. The Customer may not call the API Service more than the times separately specified as the standard by the Company.

2. The Company may restrict the Customer's URL and take measures to prevent the usage of that URL without prior notice to the Customer, in the case when the number of times the API Service is called by the Customer exceeds the standard prescribed by the Company.
3. If the Company provides special provisions regarding the use of the API Service (hereinafter referred to as "Guidelines"), the Guidelines shall constitute a part of the Terms of Use and the said Guidelines shall supersede the Terms of Use.

Section 3 krewDashboard

Article 36 (Service Contents)

1. Among the Service, krewDashboard is a cloud application (plug-in) to visualize data on kintone.
2. For details of this service, visit to the Company's Site for the krewDashboard page and respective manuals (documents). The Company may accordingly add or modify the content and functions of this service without prior notice on the Company's own judgment. However, its stop or discontinuation shall follow the terms in Article 20 (Stop of the Service) and Article 21 (Discontinuity of the Service).

MESCIUS inc.

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