

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.
13. "Subscriber Information" means the customer's name, name, address, residence, contact information, additional contact information, and other data registered when the customer wishes to use the Service.
14. "Input Data" means data entered or stored by the customer or user into the Affiliated Services, or data entered or stored into the Affiliated Services by using the Service (excluding data falling under Subscriber Information, etc.)
15. "Usage Data" means access history, browsing history, and settings information.

16. "Beta version" means a trial environment set up by the Company to evaluate all or part of the new features of the Service, regardless of the name, prior to the official release of the Service.
17. "Integration Option" means a paid add-on feature provided in accordance with separate provisions set forth by the Company, which enables integration between the Service and third-party services.

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 Company deems that the Customer is a party that has once breached our contract or its related party
- (3) The Customer was subject to measures under Article 24 (Suspension and Unsuspension of Use)
- (4) 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 (Beta Trial Use of The Service)

1. The Customers may use the beta version free of charge solely for the purpose of evaluating the Service and considering its implementation, within the scope separately specified by the Company.

2. The Customers shall use any information about the Service obtained during the beta trial in accordance with any separate conditions established by the Company.
3. The Company does not guarantee that the Service or any new features included in the Service will have specifications or functionality equivalent to the beta version after their official release. Furthermore, the Company does not guarantee that the migration of the Customer input data, etc., from the beta trial environment will be performed completely and without issues, nor do we guarantee that we will provide advice or support regarding such migration. Additionally, even if inquiries are made regarding the beta version's functionality, defects, or other matters related to the beta version, the Company does not guarantee that we will provide advice or support.
4. The Company shall not be liable for any damages incurred by the Customer during the beta trial period, even if the Company acted with intent or gross negligence.

Article 8 (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 9 (Change of Subscriber 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. If there are any unbilled or underbilled charges, etc. for a past period due to the Customer's failure to give notice as described in the preceding paragraph, the company may retroactively bill the Customer for any such unbilled amount.
4. 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 10 (Use of Subscriber Information)

1. the Company shall properly manage the Subscriber Information, etc. provided by the Customer with the due care of a good manager, and shall not use, duplicate, provide to a third party, disclose, or leak, etc. the Subscriber Information, etc. for any purpose other than the Service without the written (including electronic) consent of the Customer, except as otherwise provided in this Article or in other provisions of this Article or in other provisions. 2. the Company shall not use, reproduce, provide to a third party, disclose, leak, etc. for any purpose other than the Service without the written (including electronic) consent of the customer

2. In the following cases, the Company shall not use, reproduce, disclose, or divulge personal information (personal information as defined in Article 2, Paragraph 1 of the Act on the Protection of Personal Information. The same shall apply hereinafter).
 - (1) When this service includes affiliated services or third-party services, and the subscriber information, etc. is disclosed to the affiliated company in order to investigate or respond to inquiries from the customer regarding such services.
 - (2) When disclosing subscriber information, etc. in response to a request for information for a reasonable purpose from a business partner.
 - (3) When required by other laws and regulations.
3. In addition to the preceding paragraphs, the Company shall use personal information contained in Subscriber Information, etc. for the purposes set forth in the Company's Privacy Policy and handle such information in accordance with the provisions of the Privacy Policy. In addition, the Company shall handle information other than personal information contained in Subscriber Information, etc. in accordance with the provisions of the Company's Privacy Policy.

[To see the Company's Privacy Policy]

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

Article 11 (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 12 (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 13 (Handling Of Input Data)

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 14 (Handling of Usage Data)

1. The Company will use Usage Data (including Personal Information; the same applies hereinafter in this Article) only for the purposes set out in the following items.
 - (1) To provide support for this service.
 - (2) To provide procedures and information regarding the use of the Service.

- (3) To improve the convenience of the Service, and to improve or develop the quality and functions of the Service.
 - (4) To send and transmit information and various notices that may be of interest to you regarding the Service or other services provided by the Company.
 - (5) To optimize interviews with customers.
 - (6) To prevent unauthorized use of the Service and to conduct investigations when such use occurs.
2. We will not share usage data externally, except in the following cases.
- (1) When the customer consents to the sharing of usage data with external parties.
 - (2) When sharing the data with our group companies within the scope necessary to achieve the purpose of use stipulated in the preceding paragraph.
 - (3) When providing the data to a subcontractor within the scope necessary to achieve the purpose of use stipulated in the preceding paragraph. However, the Company shall enter into an outsourcing agreement with the outsourcing party that includes confidentiality and security requirements and shall disclose only the necessary usage data to the extent necessary for the execution of the outsourced business.
 - (4) When data from multiple customer environments is aggregated, analyzed, and processed into a format in which individuals cannot be identified.
 - (5) When necessary to protect the rights, property, or services of other customers or the Company due to a customer's violation of the Terms of Use.
 - (6) When necessary to protect the life, body, or property of an individual.
 - (7) In other cases where required by law.

3. In addition to the preceding paragraphs, the Company shall use personal information contained in usage data for the purposes set forth in the Company's Privacy Policy (see Article 10, Paragraph 3) and shall handle such information in accordance with the provisions of the Privacy Policy. In addition, the Company shall handle non-personal information contained in usage data in accordance with the provisions of the Company's Privacy Policy.

Article 15 (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 outsources responsibly.

Article 16 (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 17 (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 18 (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 19 (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 20 (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 shall not be liable for any defects in the Service or any damage arising therefrom or in connection therewith, caused by defects, specification changes, suspension, or interruption of any affiliated services or third-party services (including third-party services integrated through the Integration Option). The Company shall also have no obligation to modify the content of the Service in connection therewith.
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.
7. The Company makes no warranties whatsoever that the Service will operate in a normal manner at all times in conjunction with any third-party services (including third-party services integrated through the Integration Option), or that such integration will be maintained in the future.

8. The provisions of the preceding paragraph shall apply even in cases where the Integration Option is provided on a paid basis.

Article 21 (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 22 (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 23 (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 24 (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 25 (Termination by The Customer)

1. The Customer may terminate the Service by means determined by the Company according to the Service content.
2. 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 26 (Exclusion of Antisocial Forces)

1. The Company and the customer shall each commit the following items to the other party, both now and in the future.
 - (1) Neither itself nor any of its officers or persons with substantial management authority falls under the category of Bouryokudan (organized crime groups), Bouryokudan members, persons who have not been Bouryokudan members for a period of five years, quasi-organized Bouryokudan members, Bouryokudan-related companies, general assembly dealers, etc., socially motivated groups, or special intelligence groups, or other persons equivalent thereto (hereinafter collectively referred to as “Anti-Social Forces”).
 - (2) The company does not have any relationship in which antisocial forces are deemed to control the management of the company.
 - (3) Not have a relationship in which antisocial forces are deemed to be substantially involved in the management of the company.
 - (4) The Company shall not have any relationship in which it is deemed that antisocial forces are improperly using the Company for the purpose of making unjust profits for themselves or a third party, or for the purpose of inflicting damage on a third party.
 - (5) Not to have any relationship that is deemed to involve antisocial forces,

such as providing funds, etc. or benefits to antisocial forces.

(6) No officer or person substantially involved in the management of the company has any socially reprehensible relationship with antisocial forces.

2. The Company and customers shall not engage in any of the following acts by themselves or by using a third party.

(1) Violent demands.

(2) Unreasonable demands beyond legal responsibility.

(3) Acts of threatening words or deeds or using violence in connection with transactions.

(4) Acts of damaging the other party's credibility or obstructing the other party's business by spreading rumors, using false information or force.

(5) Other acts similar to the preceding items.

3. If the Company or the customer reasonably determines that the other party is in breach of the preceding two paragraphs, whether or not for reasons attributable to itself, the Company or the customer may immediately terminate all or part of this Agreement without any notice.

4. If this Agreement is terminated pursuant to the preceding paragraph, the terminated party shall compensate the other party for any and all damages suffered by the other party.

5. If this Agreement is terminated pursuant to the provisions of Paragraph 3, the terminated party shall not make any claim against the other party for any damages resulting from the termination.

Article 27 (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 24 (Suspension and Unsuspension of Use by The Company) and Article 25 (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 2 of Article 25 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 28 (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 29 (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 30 (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 31 (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 32 (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 33 (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 34 (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 22 (Stop of the Service) and Article 23 (Discontinuity of the Service).

Section 2 krewData

Article 35 (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 22 (Stop of the Service) and Article 23 (Discontinuity of the Service).

Article 36 (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 37 (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 38 (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 39 (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 22 (Stop of the Service) and Article 23 (Discontinuity of the Service).

Section 4 Integration Option

Article 40 (Positioning of Integration Option)

1. The Integration Option may include functions that, in accordance with provisions separately prescribed by the Company, enable the Service to operate in conjunction with third-party services.

Article 41 (Conditions of Use)

1. The Integration Option shall be provided only to customers who have agreed to these Terms and have entered into a valid service agreement for any of the Services provided by the Company.
2. The Integration Option shall be provided as part of the functions of each Service specified in the preceding paragraph and may not be used on a standalone basis.
3. The Integration Option shall be provided for each Service to which such Integration Option is linked, and if the service agreement for the applicable Service is terminated, cancelled, expired, or suspended, the corresponding Integration Option for such Service shall simultaneously become unavailable, regardless of the reason.

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