

Terms of Service

These Terms of Service (hereinafter referred to as the "Terms of Service") define the matters to be observed by users when using the various services (hereinafter referred to as the "Services") provided by HR Cloud, Inc. In these Terms of Use, both or either of the Company and the user are referred to as the "Party", and the legal relationship that arises between the Company and the user based on these Terms of Use is referred to as the "Agreement".

Article 1 (This Service)

1. The provisions of this chapter shall apply to the Service provided by us.
2. The user shall follow the specifications, fees, and other details of this service as specified in the application form or as otherwise specified by us.

Article 2 (Application)

In using this service, the user shall agree to these Terms of Use and shall apply for the service by submitting to our company the application form prescribed by our company with his/her name and seal affixed.

Article 3 (Formation of Contract)

The Agreement shall be formed when we accept an application based on Article 2. If we do not express our intention to reject the application within 7 business days from the date of application, we shall be deemed to have accepted the application on the date of such application.

Article 4 (Payment of Fees)

1. The User shall pay to the Company the Service Usage Fees plus consumption tax.
2. The Service Usage Fees shall accrue on the date the Subscriber starts using the Service, and the Company shall issue an invoice to the Subscriber on the last day of the month in which the Subscriber uses the Service. The service charge shall be paid by the end of the month following the month in which the service is used by the applicant by way of wire transfer to an account in the name of the Company. However, the transfer fee shall be borne by the subscriber.
3. If the Subscriber delays payment of the above-mentioned usage fee for more than 30 days, the Subscriber shall pay to the Company a late payment penalty at the rate of 3% per annum.

Article 5 (Attribution of Rights)

The user acknowledges that all copyrights, patents, know-how, other intellectual property rights, ownership rights, and other rights related to this service belong to our company. Users shall not acquire or grant any rights to the Service except as expressly provided in these Terms of Use.

Article 6 (Confidentiality)

1. Confidential Information under this Agreement means any and all information, including business, technical, and other information concerning the parties and users of the Service, disclosed or provided between the parties under this Agreement, as well as any facts

reviewed based thereon, regardless of the method, means, or medium by which such information is disclosed or provided. A Party shall not disclose or provide any of the information provided in the preceding paragraph.

2. The parties shall maintain and manage the confidential information stipulated in the preceding paragraph in strict confidence, use it only for the purpose of this Agreement, and shall not disclose, provide, or divulge it to any third party without the prior written consent of the other party. However, this shall not apply to information that falls under any of the following items. In the event that disclosure is required under Item 5, the disclosing party shall notify the other party to that effect in advance, and the party to whom the information is disclosed shall limit the disclosure to those persons who are subject to the laws, administrative agencies, or court orders concerned, and the content of such disclosure shall be limited to the minimum necessary.

- (1) Information that was already in the public domain at the time of disclosure
- (2) that became public knowledge after disclosure through no fault of its own
- (3) already in its own possession at the time of disclosure
- (4) that has been legitimately disclosed by a third party with legitimate authority
- (5) Disclosure required by law, administrative agency, court order, etc.

3. the parties may disclose Confidential Information to their officers or employees (hereinafter referred to as "officers and employees") only to the extent necessary for the purpose of this Agreement. In such case, the Party shall
In such case, the parties shall ensure that such officers and employees comply with the confidentiality obligations of this Article and shall be liable for any breach by such officers and employees of their confidentiality obligations.

4. when the parties outsource to a third party the work necessary for the purpose of this Agreement, the parties may disclose or provide confidential information to such third party to the minimum extent necessary. In this case, the third party shall be subject to the same obligation of confidentiality as in this Article, and shall be liable for any breach of the obligation of confidentiality by the third party.

5. the user shall not reproduce any confidential information without the prior written consent of the other party.

Article 7 (Suspension of Service)

The user agrees in advance that the service may be suspended for a certain period of time without prior notice to the user for the following reasons, and shall not make any claim against us for refund of fees, etc., or compensation for damages, etc. However, the Company shall notify the User of any planned suspension.

- (1) Suspension for inspection, repair, or improvement of our servers, software, etc.
- (2) Suspension due to accidents or failures of computers, communication lines, etc.
- (3) Suspension due to circumstances deemed unavoidable by the Company in order to protect the interests of the Company or other third parties.

Article 8 (Prohibition of Assignment of Rights and Obligations)

No party may assign its rights or obligations under these Terms and Conditions to a third party or offer them as security without the prior written consent of the other party.

Article 9 (Cancellation Fees)

In the event that a user cancels said application after an application for this service has been made in accordance with Article 2, the user shall pay to this company a cancellation fee calculated by multiplying the fee for said application by the following cancellation fee rate.

- (1) Cancellation on or before the 46th business day prior to the service start date: 0%.
- (2) Cancellation made on or after the 45th business day and before the 31st business day from the business day prior to the service commencement date: 70%.
- (3) Cancellation on or after the 30th business day from the business day prior to the Service Commencement Date: 100%.

Article 10 (Change or Termination of Service)

We shall be able to change or add the contents of the Service or terminate the Service (hereinafter collectively referred to as "Change, etc.") with at least one month's prior notice to the User. In addition, we shall not be liable to compensate for any damages incurred by the user as a result of such changes, etc. to the Service.

Article 11 (Term of Contract)

The term of validity of this agreement shall be one year from the date of conclusion of this agreement. However, unless we or the user expresses a refusal of renewal in writing at least one month prior to the termination of this agreement, this agreement shall be renewed for one year under the same terms and conditions, and the same shall apply thereafter.

Article 12 (Disclaimer, etc.)

1. Inquiries, claims, etc. regarding the contents posted or published by users using the service, as well as any problems that arise with other users or other third parties in relation to the service (hereinafter collectively referred to as "inquiries, etc."), shall be resolved at the user's responsibility and expense, and shall not cause any trouble to our company. We shall not be held responsible for any trouble that may arise between the user and other users of the service or other third parties (hereinafter collectively referred to as "inquiries, etc."). In the unlikely event that damage is incurred by our company in relation to an inquiry, etc., the user shall compensate for this.

2. Except in the case of each item of Article 7, in the event that we are unable to perform all or part of the Service due to our intentional or gross negligence, we shall provide alternative services, reduce fees to a reasonable extent, or take other measures that we deem appropriate.

3. We shall not guarantee the completeness, usefulness, non-infringement, fitness for a particular purpose, etc. of the service, nor the accuracy or credibility of the registrant's information.

We shall not be liable to compensate for any damages incurred by the user in the use of the service, except as otherwise provided in this agreement.

Article 13 (Scope of Indemnification for Damages)

The scope of compensation for damages that a party bears to the other party under this agreement shall be limited to ordinary damages directly incurred by the other party, and shall be up to the total amount of fees for this service that we have received from the user in the past year.

Article 14 (Cancellation)

In the event of any of the following events occurring to the user, we may immediately terminate all or part of this agreement without prior notice.

- (1) When the user violates one of the provisions of this agreement
- (2) When the user files a petition for seizure, provisional seizure or provisional disposition, compulsory execution, auction, civil rehabilitation, corporate reorganization, or other proceedings, bankruptcy, or special liquidation.
- (3) When the company is in arrears with respect to taxes and public dues
- (4) When all or a significant part of its business is transferred to a third party, or a resolution is passed to that effect
- (5) When a bill or check drawn or accepted by the Bank is dishonored or otherwise suspended
- (6) When it receives a disposition of suspension of business or revocation or suspension of its business license or registration from the supervisory authority
- (7) When it abolishes or changes its business
- (8) When a resolution is passed to dissolve the company
- (9) When it is deemed that the company has lost its ability to perform its business as stipulated in these Rules and Regulations
- (10) When the relationship of trust between the parties is seriously damaged.

Article 15 (Exclusion of Antisocial Forces)

The user and this company shall not allow themselves or their officers or those substantially involved in the management of the company to fall under the category of organized crime groups, organized crime groups members, companies affiliated with organized crime groups, general assemblymen, or other similar persons (hereinafter collectively referred to as "anti-social forces"), nor shall they allow themselves or their officers or those substantially involved in the management of the company to be involved in the management of the company. The person involved in the management of the Company shall not be an organized crime group, a member of an organized crime group, a company affiliated with an organized crime group, a general meeting house, or any other similar person (hereinafter collectively referred to as "Anti-Social Forces"), and shall not have any relationship with Anti-Social Forces now or in the future.

Article 16 (Agreed Jurisdiction)

The Tokyo Summary Court or the Tokyo District Court shall be the court of exclusive jurisdiction in the event that litigation becomes necessary between the parties with respect to this Agreement.

Article 17 (Matters to be discussed)

If any matter is not stipulated in this Agreement or if any question arises concerning the interpretation of any provision of this Agreement, the parties shall resolve such question through consultation in good faith.