

# Terms of Use

These Terms of Use ("Terms") govern the conditions of use of the services ("Services") provided by GameHint Corporation ("Operator") via this application. By using this application and its services, users agree to abide by these Terms.

## Article 1 (Definitions)

- **"Content"** refers to text, audio, music, images, videos, software, programs, codes, and other information.
- **"Target Products"** refers to the goods or services sold by the Operator through this application.
- **"Device"** refers to the equipment such as personal computers, smartphones, tablets, etc., used by the user to access the application and its services.
- **"This Application"** refers to the web application "Noway Form" provided by the Operator. "Noway Form" is a form creation service compatible with the application "Notion" provided by Notion Labs Inc.
- **"This Content"** refers to all content accessible through the Services, irrespective of who created, posted, sent, or uploaded it.
- **"Posted Content"** refers to content posted, sent, or uploaded to the Services by users.
- **"Antisocial Forces"** refer to organized crime groups, members of such groups, right-wing groups, or others similar thereto.
- **"Registration Details"** refers to the information that applicants for service registration or subscription registration must provide to the Operator for the application process, as determined by the Operator. Registration details include the following items and other items as necessary:
  - Name, email address, language settings, profile picture, organization name, payment information (including credit card information)

## Article 2 (Agreement to the Terms)

- **2.1** Users may only use this application and its services if they agree to these Terms. Users agree to these Terms by pressing the agree button.
- **2.2** In addition to these Terms, the Operator may establish separate rules, conditions, and guidelines for the use of this application and its services. Users must comply with these Terms and any such separate provisions.
- **2.3** If the user is a minor, the following applies:

1. Please use this application and its services only with the consent of a parent or legal guardian.

2. If a minor user pretends to have the consent of their legal guardian, or falsely claims to be an adult, or uses deceit to appear capable, then none of their legal acts concerning the Services can be annulled.

3. If a user who agreed to the Terms while a minor continues to use this application or its services after reaching adulthood, such user is considered to have ratified all legal acts related to this application and its services.

## **Article 3 (Registration of Use)**

- **3.1** In these Services, registration is completed when an applicant agrees to these Terms, submits their registration details to the Operator using the prescribed method, and the Operator approves this application.
- **3.2** The Operator may refuse to approve the application for registration if the applicant has any of the following conditions, and is not obligated to disclose the reasons:
  1. There are falsehoods, errors, or omissions in the registration details.
  2. The applicant is a minor, an adult ward, a person under curatorship, or a person under assistance, and has not obtained the consent of their legal representative, guardian, curator, or assistant.
  3. The applicant is associated with antisocial forces, or has interacted or been involved with antisocial forces through funding or otherwise.
  4. The application is from someone who has previously violated these Terms or is related to such a person.
  5. The Operator deems the registration unsuitable for any other reason.
- **3.3** Users must immediately update their registration details should any changes occur and must maintain accurate, complete, and up-to-date information at all times.
- **3.4** Users can opt out of the Services by clicking the designated unsubscription button located on their profile page in this application.

## **Article 4 (Management of User ID and Password)**

- **4.1** Users are responsible for the proper management and storage of their user ID and password for the Services. The user ID and password are exclusively assigned to the user and must not be used by, shared with, or lent, transferred, changed ownership, or sold to third parties, nor can they be inherited.
- **4.2** If a user ID and password are entered and used to access the Services, the Operator can treat the activities as those of the registered user.

- **4.3** The user is responsible for any damages caused by inadequate management or misuse of the user ID or password, or by third-party usage.

## **Article 5 (Subscription Services)**

- **5.1** Users can opt to pay for subscription services, which allow them to use the Services over a specified period as determined by the Operator. Subscribers must adhere to the Terms and conditions posted within this application regarding the use of subscription services, including duration, fees, payment methods, and other usage conditions.
- **5.2** If a user delays payment of the subscription fee (including failures of credit card transactions), the Operator can consider the user as having suspended the subscription service.
- **5.3** Despite the foregoing, the Operator, at its discretion, may terminate any specific subscription services and is not liable for any damages incurred by users due to such termination.
- **5.4** Users agree to pay the subscription fees as stipulated in the following article and cannot request refunds of fees paid, even if the subscription service ends mid-term.
- **5.5** Subscription registration is completed when users submit their registration details to the Operator using the prescribed method, after agreeing to these Terms, and the Operator approves the registration. The Operator may refuse to approve the registration of a subscription if any of the following conditions apply to the applicant, and is not obligated to disclose the reasons:
  1. There are falsehoods, errors, or omissions in the registration details.
  2. The applicant is a minor, an adult ward, a person under curatorship, or a person under assistance, and has not obtained the required consent.
  3. The applicant is associated with antisocial forces, or has engaged in transactions or interactions with antisocial forces.
  4. The applicant or someone related to them has previously violated these Terms.
  5. The Operator deems the registration to be inappropriate.
- **5.6** Users must immediately update their registration details should any changes occur and must always maintain accurate, updated, complete, and truthful information.
- **5.7** Users registered for the subscription service can access their profile page in this application and follow the specified steps to cancel their subscription at any time. However, there are no refunds for unused portions of the service upon cancellation.
- **5.8** Users are responsible for the proper management and storage of their user ID and password related to the subscription registration. The user ID and password are exclusively the user's property and must not be shared with, used by, or transferred to third parties.

- **5.9** If a user ID and password are entered, the Operator can assume the activities conducted with such credentials are by the registered user.
- **5.10** Users are responsible for any damages incurred by poorly managed user IDs or passwords, errors in their use, or third-party use.

## **Article 6 (Service Fees and Payment Methods)**

- **6.1** Users shall pay the fees displayed by the Operator on the website as compensation for the paid aspects of the Services, using the method designated by the Operator.
- **6.2** If there is a delay in payment by the user, the user shall pay a late fee calculated at a rate of 14.60% per annum.

## **Article 7 (Prohibited Actions)**

Users shall not engage in, nor attempt to engage in, any actions that are against laws, public order, or morals; that infringe the norms of the industry body to which the user or the Operator belongs; or that would facilitate such actions. Specifically, users must not:

1. Violate any laws or regulations or the internal rules of any industry organization.
2. Engage in or facilitate criminal actions.
3. Post, transmit, or upload through the application or service any content deemed by the Operator to:
  1. Be excessively violent or cruel.
  2. Damage the reputation or credibility of the Operator, other users, or third parties.
  3. Contain excessively obscene expressions or child pornography or abuse.
  4. Promote discrimination.
  5. Encourage suicide or self-harm.
  6. Promote inappropriate use of drugs.
  7. Include antisocial content.
  8. Solicit the spread of information to others, such as chain letters.
  9. Be offensive to others.
4. Infringe on the intellectual property rights, portrait rights, privacy rights, or other rights or interests of the Operator, other users, or third parties.
5. Commit acts of fraud or threats against the Operator, other users, or third parties, defamation to reputations or credit, or discriminatory or defamatory actions.
6. Disrupt, obstruct, or damage the functionality of the server or network of the Operator, other users, or third parties.

7. Send content containing computer viruses or other harmful computer programs.
8. Tamper with information available through this application or service.
9. Send data exceeding a predetermined size through this application or service.
10. Perform acts that might obstruct the management of this application or service by the Operator.
11. Attempt unauthorized access or actually engage in such actions.
12. Impersonate other users or third parties.
13. Use another user's ID or password.
14. Collect or accumulate personal information about other users or third parties.
15. Use this application or service for illegal purposes.
16. Cause disadvantage, damage, or discomfort to other users or third parties.
17. Engage in advertising, soliciting, or business activities not authorized by the Operator on this application or service.
18. Provide benefits directly or indirectly to antisocial forces in connection with this application or service.
19. Engage in other actions deemed inappropriate by the Operator.

## **Article 8 (Suspension of Provision)**

- **8.1** The Operator may suspend or interrupt all or part of this application and service provision without prior notice to users for reasons including, but not limited to:
  1. Maintenance or updating of the computer system related to this application or service.
  2. When it becomes difficult to provide this application or service due to force majeure such as earthquakes, lightning, fire, or power outages.
  3. When computers or communication lines stop working due to an accident.
  4. Other circumstances where the Operator deems it difficult to provide this application or service.
- **8.2** The Operator can terminate the provision of this application and service at any time due to operational reasons.
- **8.3** The Operator shall not be liable for any disadvantage or damage incurred by users or third parties due to the suspension or interruption of the provision of this application or service.

## **Article 9 (Use Restrictions and Deregistration)**

- **9.1** If a user violates any of these Terms, provides false registration information, or engages in or attempts to engage in harmful usage, the Operator can without prior notice

remove related displays, limit, suspend, or cease the user's use of all or part of this application or service, or cancel their registration.

- **9.2** If a user falls under any of the conditions mentioned above, they immediately lose the benefit of time for all their obligations toward the Operator and must perform all obligations immediately.
- **9.3** The Operator is not responsible for any damages suffered by the user as a result of actions taken by the Operator based on this article.

## **Article 10 (User's Responsibility for Equipment)**

- **10.1** Users shall, at their own expense and responsibility, prepare the necessary equipment, software, communication lines, and other environments needed to use this application and its services.
- **10.2** Users are responsible for communication charges incurred while using this application and its services.
- **10.3** When disposing of the device on which this app is installed, or when ending the use of this app, users must delete the app.

## **Article 11 (Disclaimer of Warranty)**

- **11.1** The Operator does not warrant, either expressly or impliedly, that this application, its services, or the target products will meet specific purposes of users; will possess the functionality, product value, accuracy, usefulness, reliability, completeness, or safety expected by users; will comply with applicable laws and internal rules of industry bodies; can be used continuously; are free from defects, errors, or bugs; will not infringe on the rights of users or third parties; or will operate without any problems.
- **11.2** Even when the Operator collaborates with external SNS providers or other third-party service providers, the Operator does not guarantee the possibility or continuity of such collaboration, nor does it assure that the use of this application and its services will not violate the terms of service of external providers. Compliance with the terms of service of external providers is the responsibility of the user at their own expense.
- **11.3** In cases where products are introduced through affiliate programs or blog articles in this application, queries about such products should not be directed to the Operator but to the seller directly. The Operator is not responsible for the information, services, or other aspects provided on external sites accessed through links or banners from this application, nor does the Operator guarantee the accuracy, legality, or suitability for purpose of those sites. The articles on this app are based on the personal views of the creators and do not necessarily apply to everyone. The final decision regarding the purchase of products or services is the responsibility of the user.

## Article 12 (Use of Cookies)

- **12.1** This application may use cookies for advertising delivery or access analysis. Cookies are small data pieces sent from a web server to the user's web browser and may be stored on the user's computer hard disk. While cookies can store information such as the time of the last visit to a site or the number of visits, they do not identify individuals and maintain anonymity. Third-party advertisers might use cookies to deliver personalized ads to users.
- **12.2** Users can refuse to accept cookies by changing the settings of their browsers. However, doing so may render some functionalities of the service unusable. Cookies used by third-party advertisers can also be disabled on their websites, such as <https://optout.aboutads.info/>.

## Article 13 (Sale of Target Products)

- **13.1** When target products are advertised for sale in this application, the Operator does not guarantee the truthfulness or accuracy of the descriptions, images, or videos.
- **13.2** When the Operator ships target products, users must provide accurate and sufficient shipping information beforehand. The Operator is not liable for any damage arising from insufficient, inaccurate, or unclear shipping information and may unilaterally cancel the order in such cases. Shipping schedules, shipping costs, eligible delivery areas, and other conditions of shipment are determined according to the sales terms set separately by the Operator.
- **13.3** Before purchasing target products, users agree to provide accurate and sufficient payment information to the Operator and maintain current payment details. The Operator is not liable for damages arising from insufficient or incorrect payment information and may unilaterally cancel the order in such cases. Payment methods, currency, and other payment conditions are determined according to the sales terms set separately by the Operator.
- **13.4** Upon delivery of products, users must promptly verify the correctness and functionality of products, including checking the product name, quantity, appearance, and function. If any discrepancies or defects are found, users must promptly notify the Operator.
- **13.5** If a delivery time is displayed in this application, it is for reference only, and the Operator does not guarantee delivery within this period. Shipping schedules may change without notice due to stock shortages or other factors.

## Article 14 (Liability Waiver)

- **14.1** Except in cases of deliberate misconduct or egregious fault by the Operator, the Operator is not liable for any damages resulting from the use of this service or

application, changes in content, interruption or termination of services, inability to use the services, deletion or loss of messages or information sent by users, restrictions or deregistration of users, loss or damage to data or devices, or any other damages incurred by users in connection with or related to this application or its services.

- **14.2** In the event that the Operator is held liable for damages related to the use of the services, and unless there is intentional misconduct or gross negligence on the part of the Operator, the amount of damages for which the Operator is liable will not exceed 100,000 yen.
- **14.3** The Operator shall not be liable for any transactions, communications, or disputes occurring between users or between users and third parties in connection with this application or its services.

## **Article 15 (Rights in Content and Application)**

The rights in the content and the application belong to the Operator or those to whom the Operator has granted a license. Being allowed to use this application and its services under these Terms does not constitute a license to use the intellectual property of the Operator or its licensors. Users must not engage in any activity that could infringe on the intellectual property rights of the Operator or its licensors, including reverse engineering, decompiling, or disassembling.

## **Article 16 (Rights in Posted Content)**

- **16.1** Users represent and warrant to the Operator that they have the legal right to post, upload, or otherwise transmit posted content and that such content does not infringe on the rights of any third party.
- **16.2** The copyright of posted content belongs to the user. The Operator may use the content temporarily, as necessary and within the scope necessary for display within the services, until the content is present in the service, removed by the user, or until the user leaves the service.
- **16.3** If a user removes their posted content or leaves the service, the Operator will delete such content and will no longer use it for any purpose.
- **16.4** If the Operator determines that posted content may violate or risks violating laws or these Terms, or if there is a reasonable business need, the Operator may restrict the use of the services for such content, including deleting it without prior notice to the user.

## **Article 17 (User Feedback)**

- **17.1** When users provide feedback on improvements to this app or service, they warrant that such feedback does not infringe any third party's intellectual property rights and that they have the right to communicate such feedback to the Operator.



- **17.2** Users grant the Operator an irrevocable, royalty-free license to use the feedback they provide in any way and without geographical limitation, including the rights to copy, display, perform, transmit, explain, distribute, transfer, lend, translate, adapt and modify as the Operator deems necessary for business purposes. This includes rights as specified in Articles 27 and 28 of the Copyright Law. Users agree not to exercise their moral rights against the Operator or any assignee or licensee of the Operator.

## **Article 18 (Changes to the Service)**

The Operator reserves the right to modify the content of this app or its services. However, if the Operator decides to discontinue the service, it will notify users at least one month in advance through an appropriate location within the application or by other effective means. The notification will include the date of service discontinuation and details related to the discontinuation. The Operator bears no liability for any damage that may occur to users as a result of this termination.

## **Article 19 (Changes to Terms)**

- **19.1** The Operator may change these Terms whenever it deems necessary.
- **19.2** When the Operator modifies these Terms, it will notify users by posting the updated Terms on the Operator's website and indicating the effective date of the new Terms in the notification.
- **19.3** If the changes to the Terms are in the general interest of the users and do not contravene the objectives of these Terms, and are reasonable considering the necessity and the content of the changes among other relevant circumstances, these changes will take effect from the date mentioned in the notification without requiring user consent.
- **19.4** If the changes do not meet the conditions mentioned above, the modified Terms will only take effect once consented to by the users.

## **Article 20 (Handling of Personal Information)**

The handling of personal information obtained through the use of this app or service is not stipulated in these Terms but is governed by the privacy policy separately established by the Operator.

## **Article 21 (Notices)**

- **21.1** Notifications or communications from the Operator to the users regarding this application or service will be made via posting on the Operator's website or by other methods deemed appropriate by the Operator. If the Operator sends communications to

the contact information currently registered by the user, it is considered to have reached the user.

- **21.2** Communications from users to the Operator regarding this application or service should be conducted using the inquiry form available on the Operator's website, or through other methods specified by the Operator.

## **Article 22 (Assignment of Rights and Obligations)**

- **22.1** Users may not transfer, or grant as security, their contractual position or rights or obligations under these Terms to third parties without prior written consent from the Operator.
- **22.2** The Operator may transfer the business related to this application and its services to another party (including business transfers, company splits, mergers, etc., regardless of the form) without prior notice to users, and users pre-consent to such transfer. In case of a business transfer, the Operator can transfer the contractual position, rights and obligations, registration details, and other customer information to the successor.

## **Article 23 (Entire Agreement)**

These Terms constitute the complete agreement between the Operator and the users regarding the matters included in these Terms, and supersede any prior agreements, representations, and understandings of the parties, whether oral or in writing.

## **Article 24 (Severability)**

If any provision of these Terms or part thereof is determined to be invalid or unenforceable under consumer contract law or other applicable laws, the remainder of these Terms and the rest of any such partially invalid or unenforceable provision will continue in full force and effect. Furthermore, the Operator and users will amend the invalid or unenforceable provision to the extent necessary to make it valid and enforceable, and to ensure the intended legal and economic effects of the original provision are preserved.

## **Article 25 (Governing Law)**

These Terms are governed by and construed in accordance with the laws of Japan.

## **Article 26 (Agreed Jurisdiction)**

Any disputes arising out of or related to these Terms, this application, or its services shall be subject to the exclusive jurisdiction of the first instance court having jurisdiction over the location of the Operator's head office, unless otherwise specified.

Enacted on: April 18, 2024