

Mui Products Terms of Use

Article 1 Scope

1. The purpose of the Terms is to set forth the terms and conditions for the provision of the Service as defined in Article 2 (8) and the rights and obligations between the Company as defined in Article 2 (3) and the Registered Users as defined in Article 2 (5), and the Terms shall be applied to all aspects of the relationship between the Registered Users and the Company in connection with the Service.
2. If there is any conflict between the Terms and the Rules or any other description regarding the Service not provided for herein, the Terms shall prevail.

Article 2 Definitions

For purposes of the Terms, the following terms shall have the meanings set forth below:

- (1) "**Service Agreement**" means the agreement relating to the use of the Service to be executed under the terms and conditions of the Terms between the Company and the Registered User.
- (2) "**IP Rights**" means copyrights, patents, utility model rights, design rights, trademark rights and other intellectual property rights (including rights to obtain, or apply for registration of, such rights).
- (3) "**Company**" means mui Lab, Inc.
- (4) "**Company Service Site**" means the service site among the websites operated by the Company (if the domain name or content thereof is modified for any reasons, including such modified website).
- (5) "**Registered User**" means any person or entity that has been registered as a user of the Service pursuant to Article 3 (Registration).
- (6) "**mui Products**" means the Company's products which the Company provides the Service to Registered User through such.
- (7) "**mui Web Application**" means application software provided by the Company and used in conjunction with mui Products.
- (8) "**Service**" means the service provided by the Company through mui Products and/or mui Web Application (if the name or content thereof is modified for any reasons, including such modified service).

Article 3 Registration

1. A person wishing to use the Service (the "**Prospective User.**" The term "Prospective User"

is not limited to purchasers of mui Products, but also includes those who wish to use mui Web Application without purchasing mui Products.) may apply to the Company for registration to use the Service by agreeing to the Terms as the conditions of the Service Agreement and other matters as specified by the Company, and providing certain information as specified by the Company (the "**Registration Information**") to the Company in accordance with the manner as prescribed by the Company.

2. The registration as a Registered User of the Prospective User that has made an application pursuant to the preceding Paragraph ("**Applicant**") shall be completed when the Company determines to register the Applicant as specified in the preceding Paragraph, and notifies the Applicant that such registration is completed.
3. Upon completion of the registration pursuant to the preceding Paragraph, the Service Agreement shall be deemed to become effective between the Registered User and the Company.
4. The Company shall not be obligated to register the Applicant as stipulated in Paragraph 2 or to enter into the Service Agreement as stipulated in the preceding Paragraph, and shall reserve the rights to refuse registration of any Applicant without any obligation to disclose the reasons, in the event that:
 - (1) The whole or any part of the Registration Information provided by the Applicant to the Company is found to be false, inaccurate or omitted;
 - (2) The Applicant is a minor, adult ward or person under curatorship or assistance, and applicable approval or consent has not been obtained from such Applicant's legal representative, guardian, curator or assistant;
 - (3) The Applicant is determined by the Company to constitute an organized crime group or a member thereof, rightist organization, anti-social force or other similar person or entity (collectively, "**Antisocial Force**"; the same applies hereafter), or to have any interaction or involvement with an Antisocial Force in any manner such as assisting or being involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means;
 - (4) The Applicant is determined by the Company to be a party having violated any agreement with the Company, or to have been involved with such violating party;
 - (5) The Applicant has suffered any of the measures under Article 11 (Withdrawal); or
 - (6) In addition to the foregoing, the Company deems the registration inappropriate.

Article 4 Change to Registration Information

The Registered User shall promptly notify the Company of any change to the Registration Information in the manner as prescribed by the Company.

Article 5 Password and User ID Management

1. The Registered User shall be responsible for keeping and maintaining its password and user ID for the Service in an appropriate manner, and may not cause a third party to use, or provide, transfer, change the name of, sell or otherwise dispose of, the same.
2. The Registered User shall be, and the Company shall in no event be, liable for damages arising out of inappropriate management, misuse, or use by a third party of the Registered User's password or user ID.

Article 6 (Terms of Service and Restrictions)

1. The Registered User shall prepare, at their own expense and responsibility, the necessary smart devices, telecommunications equipment, operating systems, means of communication, electric power, and other usage environment for the use of the Service. If the Registered User is a minor, the Registered User shall use a device that a legal representative such as a person with parental authority has authorized the Registered User to use.
2. The Company may provide all or part of the Service only to the Registered User who meet the requirements regarding age, identity verification, Registration Information, and any other conditions that we deem necessary.

Article 7 Fees

1. The Service is free of charge.
2. The Company may charge the fee for any part of the Service. In this case, the Registered User shall pay the fee for the Service in an amount separately determined by the Company and agreed between the Registered User and the Company, in a manner separately designated by the Company. The Company may revise the fee for such Service in accordance with the procedures set forth in Article 18 (Amendment).

Article 8 Prohibited Actions

When using the Service, the Registered User shall not conduct any act that falls under, or is determined by the Company to fall under, any of the following Items:

- (1) acts that violate any laws or regulations or that are associated with criminal activity;
- (2) acts that defraud or threaten the Company, other Registered Users or other third parties;
- (3) acts against public order and good morals;
- (4) acts that infringe any IP Rights, portrait rights, privacy rights, reputation or other

- rights or interests of the Company, other Registered Users or other third parties;
- (5) acts to transmit through the Service to other Registered Users any information or data that falls under, or is determined by the Company to fall under, the information or data that:
 - contains excessively violent or cruel content;
 - contains computer viruses or other hazardous computer programs;
 - contains content that damages the reputation or the credit of the Company, other users of the Service or other third parties;
 - contains indecent or excessively sexual content;
 - contains content that encourages discrimination;
 - contains content that encourages suicide or self-mutilation;
 - contains content that encourages drug abuse;
 - contains antisocial content;
 - is intended to be distributed to third parties, including but not limited to chain mails; or
 - contains content that causes uncomfortable feelings to third parties.
 - (6) acts that place an excessive burden on the network or system of the Service;
 - (7) acts to reverse-engineer, decompile, disassemble or otherwise analyze, alter, modify, reproduce, or make secondary use of the software or other systems provided by the Company;
 - (8) acts to alter programs, program codes, files, or other information related to the Service;
 - (9) acts to use the Service by using artificial intelligence or other automated means;
 - (10) acts that are likely to interrupt the operation of the Service;
 - (11) acts to access the network or system of the Company improperly;
 - (12) acts to impersonate a third party;
 - (13) acts to use the user ID or password of other users of the Service;
 - (14) acts to have a person who is not a user of the Service use their own ID or password;
 - (15) acts of exploitation, advertisement, soliciting or marketing through the Service without the Company's prior consent (including, but not limited to, resale of mui Products);
 - (16) acts to use the Service for commercial purposes without the Company's prior consent;
 - (17) acts to collect information of other users of the Service;
 - (18) acts that cause disadvantage, damage or uncomfortable feelings to other users of the Service or other third parties;

- (19) acts to use the Service despite being an organized crime group or a member thereof, rightist organization, anti-social force or other similar person or entity (collectively, "**Antisocial Force**"; the same applies hereafter);
- (20) acts to have any interaction or involvement with an Antisocial Force in any manner such as assisting or being involved in the maintenance, operation or management of an Antisocial Force by way of finance or other means;
- (21) acts that are intended to meet unacquainted persons for romance or sexual purposes;
- (22) acts that, directly or indirectly, cause or facilitate the acts listed in any of the preceding Items;
- (23) attempting to conduct any of the acts listed in any of the preceding Items; or
- (24) other acts that the Company deems to be inappropriate.

Article 9 Suspension of Service

The Company shall be entitled to, without any advance notice to the Registered User, suspend or discontinue the Service, in whole or in part, in the event that:

- (1) Inspection or maintenance of the computer system for the Service needs to be performed due to urgent circumstances;
- (2) The Company becomes unable to provide the Service due to error in computers or communication lines, wrong operation, excessively concentrated access, unauthorized access, hacking or the like;
- (3) The Company becomes unable to provide the Service due to external factors not attributable to the Company, including, but not limited to, earthquake, lightning, fire, storm and flood damage, power blackout and other natural disasters; or
- (4) The Company determines that suspension or discontinuance is required for other reasons.

Article 10 Ownership of Rights

Any and all IP Rights of the Company Service Site, mui Products, mui Web Application and any other the contents related to the Service shall belong to the Company or its licensor. The Registered User may use such contents only to the extent that they use the Service in accordance with the method determined by the Company. The granting of such license to use the Service under the Terms shall not mean the transfer of all or any part of such IP Rights.

Article 11 Registration Cancellation

- 1. If any of the following events arises in relation to a Registered User, the Company may,

without prior notice or demand, temporarily suspend the use by the Registered User of the Service, or cancel the Registered User's registration as such:

- (1) The Registered User fails to comply with any of the provisions hereof;
 - (2) Any of the Registration Information is found to be false;
 - (3) The Registered User undergoes payment suspension or becomes insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar procedure was filed against the Registered User;
 - (4) The Registered User has not used the Service for 3 months or more;
 - (5) The Registered User has not responded to inquiries from the Company or other communications requiring a response for 10 days or more;
 - (6) The Registered User falls under any of Items of Paragraph 4 of Article 3; or
 - (7) It is determined to be inappropriate by the Company that the Registered User continues to use the Service or to be registered as a Registered User.
2. In any of the events set forth in Items of the preceding Paragraph, all amounts owed to the Company by the Registered User shall automatically become due and payable, and the Registered User shall immediately pay to the Company such amounts in full.
 3. In the event of cancellation of the registration as the Registered User by the Company, the Service Agreement shall cease to be effective prospectively.

Article 12 Withdrawal

1. The Registered User may withdraw from the Service and cancel its registration as a Registered User by completing the procedure as specified by the Company. Even if a Registered User who had purchased mui Products and had invited another Registered User for registration for the Service withdraws from the Service, another Registered User's registration is not automatically canceled. If another Registered User wishes to cancel its registration, they are required to follow the cancellation procedure prescribed by the Company.
2. Upon withdrawal from the Service, any and all debt of the Registered User to the Company, if any, shall automatically become due and payable, and the Registered User shall immediately pay to the Company such debts in full.
3. In the event of cancellation of the registration as the Registered User, the Service Agreement shall cease to be effective prospectively.
4. Treatment of user information after the withdrawal from the Service shall be subject to the provisions of Article 17 (Treatment of User Information).

Article 13 Modification and Termination of Service

1. The Company shall be entitled to at any time modify or terminate the Service in its own discretion.
2. In the event that the Company changes the contents of the Service pursuant to the preceding Paragraph, the Company shall determine the effective date thereof in advance, and shall notify the Registered User of the fact that the contents of the Service will be changed, the changed contents of the Service, and the effective date thereof through the internet or other appropriate means. .
3. In the event that the Company terminates the provision of the Service pursuant to Paragraph 1, the Company shall notify the Registered User of the fact that the Service will be terminated and the termination date of the Service at least 1 month prior to the termination date of the Service(; provided, however, that at least 3 months prior to the termination date for the Service for which a fee is charged) through the internet or other appropriate means in advance.

Article 14 Disclaimer and Waiver of Warranties

1. THE COMPANY MAKES DOES NOT MAKE WARRANTIES ANY OF THE FOLLOWING ITEMS:
 - (1) That there are no bugs, errors, system failures, or other defects in the software, systems, etc., related to the Company Service Site, mui Products, mui Web Application, or any other Service;
 - (2) That there are no security defects or unauthorized access the software, systems, etc., related to the Company Service Site, mui Products, mui Web Application, or any other Service;
 - (3) That the legality, accuracy, completeness, currentness, reliability, usefulness, appropriateness, and any other matters related to the contents comprising the Company Service Site, mui Products, mui Web Application, or any other Service (including that such contents are not lost and are backed up);
 - (4) That all contents comprising the Service, software, systems, etc., related to the Service, and emails, messages, etc., sent by the Company to users, do not contain computer viruses or other harmful programs, etc.; or
 - (5) That the contents of the Service meet the quality expected by users.² The Company shall not be liable to the Registered User for any damage incurred by the Registered User due to any of the following reasons unless such damages are caused by the Company's willful misconduct or gross negligence:
 - (1) The matters stipulated in the Terms as agreed upon;
 - (2) Temporary suspension of use of the Service or cancellation of registration by the

- Company to the Registered User;
- (3) Temporary suspension or interruption of all or any part of the Service by the Company;
 - (4) The Company changes the contents of the Service;
 - (5) Termination of the Service by the Company;
 - (6) Any matters that the Company does not warranty; or
 - (7) Any reasons attributable to the Registered User or the Registered User's own behaviors.

Article 15 Indemnification

1. Even if the Company is liable to compensate for damages to a Registered User, the scope of such liability shall be limited to ordinary damages directly and actually incurred by the Registered User unless such damages are caused by the Company's willful misconduct or gross negligence.
2. Even if the Company is liable to compensate for damages to a Registered User, the maximum amount of such liability shall be limited to the amount equivalent to the purchase price of mui Products and the fee for the Service paid by the Registered User to the Company during the past 1 year from the date of occurrence of such damages (10,000 yen if such amount is less than 10,000) unless such damages are caused by the Company's willful misconduct or gross negligence.
3. Any transactions, communications and disputes arising between the Registered User and other Registered Users or a third party in connection with the Service or the Company Service Site shall be addressed and resolved by the Registered User at its responsibility.

Article 16 Confidentiality

The Registered User shall keep confidential any and all non-public information disclosed in relation to the Service by the Company to the Registered User for which the Company, at such disclosure, requires the Registered User a confidential treatment, unless the Registered User has obtained prior approval from the Company in writing or in other forms.

Article 17 Treatment of User Information

1. Treatment by the Company of the Registered User's information shall be subject to the provisions of our Privacy Policy, which is separately prescribed, and the Registered User hereby agrees to treatment by the Company of the Registered User's information pursuant to such Privacy Policy.

2. The Company may, in its sole discretion, use or make public any information or data provided by the Registered User to the Company as statistical information in a form that cannot identify an individual, and the Registered User may not raise any objection to such use or publication.

Article 18 Amendment of Terms

The Company reserves the right to amend or change the Terms when the Company finds it necessary. In the event of any amendment or change to the Terms, the Company shall inform the effective time and content of the amended or changed Terms by posting on the Company Service Site or other appropriate way, or notify the Registered User of the same in advance. Notwithstanding the foregoing, the Company shall obtain the Registered User's consent in a manner specified by the Company for the amendment or change of the Terms that requires such consent under the applicable laws.

Article 19 Communication/Notice

1. Any communications or notices from the Registered User to the Company, including, but not limited to, inquiries with respect to the Service, and any communications or notices from the Company to the Registered User, including, but not limited to, notices concerning any amendment to the Terms shall be made in accordance with the procedures specified by the Company.
2. Any communication or notice made by the Company that is addressed to the e-mail address included in the Registration Information of a Registered User shall be deemed to be received by the Registered User.

Article 20 Assignment of Status under Service Agreement

1. The Registered User shall not assign, transfer, grant security interests on or otherwise dispose of the Service Agreement or its rights or obligations under the Terms without the prior written consent of the Company.
2. In cases where the Company transfers the business regarding the Service to a third party, the Company may, as part of such transfer, assign to the third party the Service Agreement, the rights and obligations of the Company under the Terms, and the Registration Information and other information relating to the Registered User, and the Registered User hereby agrees to such transfer in advance. The business transfer referred to above in this Paragraph shall include, in addition to the usual form of business transfer, a company split or any other form that would result in a business transfer.

Article 21 Severability

If any provision of the Terms or a part thereof is held to be invalid or unenforceable under the Consumer Contract Act of Japan or other laws or regulations, the remaining provisions hereof or the remaining portion of the provision held invalid or unenforceable in part shall remain in full force and effect.

Article 22 Use of Other Business Operators' Services

The Service may include services or contents provided by other business operators in partnership with the Company. Such business operators shall be responsible for such services or contents. The Registered User shall confirm in advance that the terms of use and other conditions stipulated by such business operators apply to such services or contents.

Article 23 Governing Law and Jurisdiction

1. The Terms shall be governed by the laws of Japan without regard to conflict of laws principles.
2. Any and all disputes arising out of or in connection with the Terms or the Service Agreement shall be submitted to the exclusive jurisdiction of the Kyoto District Court of Japan in the first instance.

The Terms shall be executed in the Japanese language. Japanese shall be the governing language and any translation of the Terms into any other language is for convenience of reference only and shall not bind the parties hereto.

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