

Terms and Conditions

These Terms and Conditions set forth the terms and conditions for providing **the Services** (any and all services provided by the Company under the name “postalk”, or if the content of such services has been modified for any reasons, such modified services), and the rights and obligations between **the Company** (“postalk ,Ltd” or if such name has been modified for any reasons, such modified name) and **Registered User**(as defined under Article 2 (5)) of the Services. You must read and agree to the entire Terms and Conditions before using the Services.

Chapter 1 General Provisions

Article 1 Applicability

1 Any rules for use of the Services distributed or posted on our Website in the name of “individual Terms and Condition” “Term of Use” “Guideline” “Q&A” (**the "Rules"**) shall constitute an integral part of these Terms and Conditions.

2 If there is any conflict between these Terms and Conditions and the Rules, the Rules will prevail.

Article 2 Definitions

For purposes of these Terms and Conditions, the following terms have the following meanings.

(1) **"Service Agreement"** means the agreements of using the Services to be executed between the Company and the Registered User subject to Terms and Conditions.

(2) **"IP Rights"** means copyrights, patents, trademarks, utility rights, design rights and other intellectual property rights (including rights to obtain or to apply for registration of such rights)

(3) **"Website."** Means website operated by the Company (or if such website's domain name or content has been modified for any reasons, such modified website).

(4) **"User"** means collective term of “Registered User” and “Guest User”.

(5) **"Registered User"** means any person or entity(including board member and employee) that has been Registered as a User of the Services pursuant to Article 3(Registration).

(6) **"Guest User"** means any person or entity that has not been

registered as a User of the Service therefore using limited function of the Services.

(7) "**External Service Account**" means the account of external web service which is available when in registration.

(8) "**Service Account**" means the account related to the Service generated by Registered User pursuant to Article 3-2.

(9) "**Posted Data**" means any content, including but not limited to text, images. Animation and other data, that is posted or otherwise transmitted by the Registered User hereunder.

Article 3 Registration

1. A person wishing to use the Services (a "**Candidate**") may apply to the Company for registration to use the Services by receiving certification from the Company which is using External Service Account. Candidate cannot register and hold multiple Service Account.

2. User should use their own External Service Account when in registration. And User should comply the rule of such external web service.

3. Upon completion of the registration pursuant to the foregoing paragraph, the Service Agreement shall become effective between the Registered User and the Company, allowing the Registered User to use the Services pursuant to these Terms and Conditions.

4. The Company reserves the rights to control registration of any Applicant or deregister without any obligation to disclose the reasons, in the event that:

(i) a carrier of External Service Account is fictitious

(ii) Any or all of the Registration Information provided by the Applicant to the Company is found to be false, inaccurate or omitted;

(iii) The Applicant is a minor, adult ward, or person under curatorship or assistance, for which approval has not been obtained from such Applicant's legal representative, guardian, curator or assistant:

(iv) The Applicant was determined by the Company to (i) constitute an organized crime group or a member thereof, rightist organization, anti-social force, or other similar person or entity ("Antisocial Force"), (ii) have any interaction or involvement with an Antisocial Force, or (iii) assist or be involved in the maintenance, operation, or management of an Antisocial Force by way of finance or other means:

(v) The Applicant was determined to have been in violation of any

agreements with the Company, or to have involvement with a defaulting party of any such agreements.

(vi) The Applicant has suffered any of the measures under Article 10:

(vii) User violate the Terms and Conditions

Or

(vii) In addition to the foregoing, the Company deems the registration inappropriate.

Article 4 Guest User

Guest User can use a part of the Service(ascribed below) pursuant to this Terms and Conditions

(i) showing

(ii) manipulating (creating, editing, and eliminating) cards

Article 5 Change to Registration Information

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

Article 6 Password and User ID Management

1. Posted Data of Guest User can be viewed by anyone who knows the URL of such Posted Data. If Registered User sets their own Posted Data as public, anyone who knows the URL of such Posted Data can view it.

2. User shall be responsible for keeping and maintaining its password, User ID for the Services, and URL of Posted Data 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. only the URL of the web page containing the Posted Data may be made public at your own risk if it is intended to be viewed and edited by a third party.

3. User is responsible for all information disclosed by the User on the service, including text, audio, video, images and information accompanying images, personal information and location information.

4. If User uses the Service to defame others, infringe on privacy rights, violate copyright laws, or otherwise infringe on the rights of others, User shall be held responsible for such infringement at his/her own expense.

5. If a third party appears who claims to have been inconvenienced by the User's use of the Service, User must resolve the matter at his/her own responsibility and expense.

6. In addition to the provisions of Paragraphs 3 through 5 of this Article, User shall be, and the Company shall in no event be, liable for damages arising out of inappropriate management, misuse, or use of the Registered User's password or User ID by a third party.

Article 7 Fees and Payment Method

1. The service is basically free of charge, but some services are charged. Users may purchase and use paid services by registering their credit card information in their account, in accordance with the fee stipulations separately displayed on the Website

2. Payment by credit card as described in the preceding paragraph will be made through Stripe Check Out, a payment processing service provided by Stripe, Inc.

3. User shall comply with Stripe's Terms of Service when making payments by credit card, such as payment of fees, on the Service.

4. User may agree that the company may provide Stripe, Inc with information about User or User's business when User uses the payment processing services described in the preceding paragraph.

5. User acknowledge that the Company and Stripe, Inc may share transaction information related to User's use of the Payment Processing Services.

Article 8 Prohibited Actions

When using the Services hereunder, the Registered User may not conduct any of the following acts or any act that the Company determines falls under any of the following:

(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 profit of the Company, other Registered Users or other third parties;

(5) acts to transmit to other Registered Users, through the Services, any of the following or any transmissions that the Company determines includes under any of the following:

- excessively violent or cruel content;
 - computer viruses or other hazardous computer programs;
 - content that damage the reputation or the credit of the Company, other Users of the Services or other third parties;
 - excessively indecent content;
 - content that encourages discrimination;
 - content that encourages suicide or self-mutilation;
 - content that encourages drug abuse;
 - antisocial content;
 - content for the purpose of disbursing information, such as chain mails;
 - content that causes uncomfortable feelings to third parties;
- (6) acts that place an excessive burden on the network or system of the Services;
- (7) Reverse engineering or other analysis of software or other systems provided by the Company
- (8) acts that threaten to interrupt the operation of the Services;
- (9) acts to access or attempt to access the system or network of the Services improperly;
- (10) acts to impersonate a third party;
- (11) acts to use the User ID or password of other Users of the Services;
- (12) acts of exploitation, advertisement, soliciting or marketing without the Company's prior consent;
- (13) acts to collect information of other Users of the Services;
- (14) acts that cause disadvantage, damage or uncomfortable feelings to other Users of the Services or other third parties;
- (15) acts to provide Antisocial Forces with profit;
- (16) acts that are intended to encounter unacquainted persons of the opposite sex;
- (17) acts that, directly or indirectly, evoke or facilitate acts listed in the preceding items;
- (18) attempting an act listed in the preceding items
- or
- (19) other acts that the Company deems to be inappropriate.

Article 9 Suspension of the Services

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

- (i) Inspection or maintenance of the computer system for the Services needs to be performed due to urgent circumstances
- (ii) Computers or communication lines have been disrupted due to an accident:
- (iii) The Company becomes unable to provide the Services due to force majeure, including but not limited to earthquake, lightning, fire, storm and flood damage, power blackout and other natural disasters; or
- (iv) The Company determines that suspension or discontinuance is required for other reasons.

2. Under no circumstances shall the Company be liable for any damages incurred by the Registered User arising out of any measures taken by the Company pursuant to this Article 8 with the exception that such measures are taken with intentionally or gross negligence.

Article 10 Ownership of Rights

1. Any and all IP Rights related to the Website and the Services are expressly reserved by the Company or the Company's licensor. Nothing contained herein shall be construed as granting to the User a license of the IP Rights owned by the Company or the Company's licensor.

2. User hereby represents and warrants to Company that it has lawful rights to post or otherwise transmit the Posted Data, and that the Posted Data so posted does not infringe third party's rights.

3. User hereby grants to the Company a worldwide, non-exclusive, royalty-free, and sublicensable and transferrable license to use, reproduce, distribute, make, express, and create derivative works of the Posted Data. In addition, User hereby grants to the other User a non-exclusive license to use, reproduce, distribute, make, express, and create derivative works of the Posted Data posted or otherwise transmitted by User using the Services.

4. User hereby agrees not to exercise moral rights against the Company or any other person who succeeded to the same from the Company or a licensee thereof.

Article 11 Registration Cancellation

1. The Company may, without prior notice or demand, delete or hide the Posted Data, or temporarily suspend the use by User of the Services, cancel the Registered User's registration as such or

terminate the Service Agreement, in the event of any of the following

- (i) User failed to comply with any of provisions hereof;
- (ii) Any of the Registration Information is found to be false;
- (iii) User underwent payment suspension or became insolvent, or a petition for bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other similar procedure was filed against the User ;
- iv) User has not used the Services for 6 month or more;
- (v) User has not responded to inquiries from the Company or other communications requiring its response for 30 days or more;
- (vi) The Registered User falls under any of the subparagraphs of Article 3-4:
- (vii) User died

or

(vii) In addition to the foregoing, if the Company determined that it is not inappropriate for the Registered User to use the Services, maintain its registration as a Registered User, or have the Service Agreement remain in effect.

2.If one or more of events specified above occurred, all amounts owed to the Company by The Registered User shall be automatically accelerated, and the Registered User shall immediately pay to the Company such amounts in full.

Article12 Withdrawal

1 The Registered User may withdraw from the Services and cancel its registration as a Registered User by taking procedures pursuant to such manner as specified by the Company.

2 Upon withdrawal, all amounts then due and payable from the Registered User, if any, shall be automatically accelerated, and the Registered User shall immediately pay to the Company such amounts in full.

3.Treatment of User information after the withdrawal shall be subject to provision of article 17.

Article 13 Services Modification and Termination

1.The Company shall be entitled to at any time modify or terminate the Services in its own discretion.

2.The Company shall notify in advance the Registered User of any intended termination by the Company of the Services and the Company also post such information on Website.

Article 14 Compensation

In the event that the Company suffers any direct or indirect damage (including coverage of attorney's fees) as a result of User's use of the Service in violation of the law or Terms and Condition (including the cases in which the Company received the claim from a third party), the User shall compensate or indemnify the Company for the damage suffered by the Company in accordance with the Company's claim.

Article 15 Disclaimer and Waiver of Warranties

1 THE COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES (including but not limited to any representation or warranty (i) of fitness or sustainability for a particular purpose contemplated by User, (ii) that the Services have expected functions, commercial value, accuracy, or usefulness, (iii) that the use by the User of the Services complies with the laws and regulations applicable to User or any internal rules established by industrial organizations ,and (iv) that the Services will be free of interruption or defects).

2. In the event that a User suffers damages as a result of the Service, Under no circumstances shall the Company be liable for any damages incurred by the User arising out of the company's negligent default (excluding gross negligence) or tortious action, including damages arising from special circumstances (including cases where the Company or the User foresaw or could have foreseen the occurrence of damage), other incidental damages, indirect damages, future damages, and damages for lost profits.

3. The Company shall not be liable for any amount exceeding the consideration paid by the Registered User to the Company for the immediately previous [12 months] in relation to Damages incurred by The Registered User that are attributable to the Company for any reasons whatsoever except in cases of intentionally or gross negligence

4. User shall be liable for transactions, communications or disputes arising between other Registered Users and other Registered Users or a third party in connection with the Services or the Website.

5. If the Registered User can no longer use their own External Service Account, the Registered User also can no longer use the

Service related to such External Service Account. Under no circumstances shall the Company be liable for any damages incurred by the Registered User arising out of any unavailability of External Service Account. The company makes no representation or warranty of any kind, express or implied, with respect to the External Service Account.

Article 16 Confidentiality

User shall keep confidential any and all non-public information disclosed by the Company to The Registered User for which the Company has imposed on the Registered User a confidentiality obligation in connection with the Services, unless the Registered User has obtained prior written approval from the Company.

Article 17 Treatment of User Information

1. Treatment by the Company of the User's information shall be subject to the provisions of our Privacy Policy (<https://postalk.app/postalk-privacy.pdf>), which are separately prescribed, and User hereby agrees to treatment by the Company of the Registered User's information subject 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 challenge or dispute such use.

Article 18 Amendments

The Company reserves the right to amend or change these Terms and Conditions when the Company deems it necessary. In the event of any amendment or change to these Terms and Conditions, the Company shall notify the Registered User thereof and enforcement date of such amended or changed clause by posting on Website or other proper method. In the case of changes to the content that require the User's consent by law, the User's consent shall be obtained in the manner prescribed by the Company.

Article 19 Notice

1. Any inquiries with respect to the Services or other communications or notices from User to the Company, or the notices concerning any amendment to these Terms and Conditions or other communications or notices from the Company to the User shall be made in

accordance with the procedures specified by the Company.

2. If the Company notice or contact to e-mail or other contact address included in Registration Information, the Registered User shall be deemed to have received such notice.

Article 20 Assignment

1. Service Account is exclusively granted to the User. Registered User shall not assign, transfer, grant security interests in or otherwise dispose of its status under the Service Agreement or its rights or obligations under these Terms and Conditions without the prior written consent of the Company.

2. In cases where the Company has assigned the business regarding the Services to a third party, the Company may, as part of such assignment, assign to such third party its status under the Service Agreement, its rights and obligations under these Terms and Conditions, and the Registration Information and other information relating to the Registered User, and the Registered User hereby agrees to such assignment in advance. For the purposes of this Article18.2, the business assignment referred to above shall include, in addition to the usual form of business assignment, a split of the Company or any other form of restructuring of the Company that would result in a business transfer.

Article 21 Governing Law and Jurisdiction

1. These Terms and Conditions shall be governed by the laws of Japan.

2 Any and all disputes arising out of or in connection with these Terms and Conditions shall be submitted to the exclusive jurisdiction of the Fukuoka District Court in the first instance.

Chapter 2 Special Provisions for postalk with

Article 22 Postalk With

1 Registered User may use the automatic card generation function within Postalk by voice recognition using the Whisper and ChatGPT APIs provided by OpenAI in accordance with the method specified by the Company when using this Service. (hereinafter referred to as "Postalk With" in this chapter).

2 the Registered User can generate cards in Postalk by sending voice data they input directly to Whisper and ChatGPT via Postalk

With. In this case, we do not handle or retain the voice data input by the Registered User, or the transcription data obtained by analyzing the voice data with Whisper. In addition, we will not be involved in the analysis of the voice data by Whisper or the processing of the transcription data by ChatGPT.

3 If the voice data entered in Paragraph 2 includes the voice of a third party other than the Registered User, or if the voice data includes a sound source for which a third party other than the Registered User holds intellectual property rights such as copyright, the Registered User must obtain permission from the third party to use the voice or sound source.

4. If a dispute arises with a third party as a result of the Registered User's failure to obtain permission in violation of the preceding paragraph, the Registered User shall resolve the dispute at the Registered User's own responsibility and expense. In the event that a third party files a claim of infringement against the Company, the Registered User shall pay to the Company the amount of damages that the Company is required to pay based on the third party's claim, the expenses required to respond to the dispute including court costs, and an amount equivalent to reasonable legal fees.

5. With respect to the use of Postalk With, the Registered User shall comply with the Terms of Use of OpenAI.

Article 23 Prohibited Acts

In addition to the acts listed in Article 8 (Prohibited Acts) above, the Registered User shall not engage in any of the following acts or acts that the Company deems to fall under any of the following items when using postalk with.

(1) Use Postalk With to prepare legal documents such as minutes of board of directors meetings.

(2) Use the information to prepare documents that require accuracy, such as technical documents.

(3) Use in a manner contrary to OpenAI's Term of Use.

Article 24 Non-warranty

In addition to the provisions of Article 15 (Disclaimer of Warranty and Disclaimer of Liability) above, the Company assumes that the contents of cards created by registered users using Postalk With may be altered through external services such as Whisper and ChatGPT, and we do not guarantee that the contents of the voice

input will be accurately reflected on the card.

Article 25 Special Provisions for Chrome Extensions

1 In using the Service via Chrome Extensions, a Registered User must comply with the terms of use of each service when inputting voice or sound data via web services other than the Company's. the Registered User may use Chrome Extensions only in accordance with the terms of use of such other services.

2. If the Registered User has a dispute with a third party due to non-compliance with the Terms of Service of each service, the Registered User shall resolve the dispute at his/her own responsibility and expense, and in the event that a third party files a claim of infringement against the Company, the Registered User shall pay to the Company the amount of damages that we are required to pay based on the third party's claim, the expenses required to respond to the claim including court costs, and an amount equivalent to reasonable attorneys' fees.

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

[Prescribed on 2020/2/15]

[revised on 2021/8/23]

[revised on 2022/2/1]

[revised on 2022/8/9]

[revised on 2023/4/6]

[revised on 2023/4/25]