

Cloud Service Terms of Use

Chapter 1 General Provision

Article 1. Definition and Overview

1. Fleekdrive Co., Ltd. ("Company") sets forth the terms for the usage ("Term of Use") of "Fleekdrive", "Fleekform", and any optional services incidental thereto, which are online or web based application being rendered by the Company (Collectively "Services")
2. The Services is a networking and content management application, independently developed by SOLXYZ Co., Ltd. ("SOLXYZ", the Company and SOLXYZ are collectively referred to as "Companies") and intended to be provided to the User.
3. A part of Services includes an application provided by Salesforce co. Ltd. ("SFDC") being an application interoperated with and form part of "Fleekdrive" and "Fleekform" application.
4. Herein, the following terms shall have the meaning set out below:
 - (1) Applicant shall means any person(s) and/or entity who intends to apply for the use of the Services; and
 - (2) User shall means any person(s) and/or entity who entered into the User Agreement with the Company and received the Services.

Article 2. Formation of User Agreement

1. The Company and the User shall enter into an agreement ("User Agreement") under which the Company will provide the Services and the User shall pays an agreed amount of fees for the Services rendered.
2. The content and condition of the User Agreement shall comprise the following:
 - (1) Terms of Use;
 - (2) Specification provided by the Company ("Service Specifications Form"); and
 - (3) Explanation, important notes and restriction regarding the function and/or use method of the Services which the Company will notify to the User.
3. The User Agreement shall be executed by means of an application made to the Company, in the manner designated by the Company and the Company accepting such application.

4. When applying for the User Agreement for the purpose to use the Services, the User shall provide true and accurate information as required by the Company ("User Information") in the manner designated by the Company.
5. Notwithstanding the preceding paragraph, the Company may reject the application of the User Agreement for the use of the Services, if the Company determines the following act listed below. The Company shall notify such rejection in writing.
 - (1) It is determined the rendering of the Services, base on the content requested under the application is significantly difficult to carry out by the Company.
 - (2) It is determined false notification was made by the Applicant at the time of application
 - (3) It is determined the Applicant fall or likely to fall under any of the act listed in Article 20.1 therein.
 - (4) It is determine the Applicant is a minor and did not obtain the necessary consent from parents or legal guardian at the time of application
 - (5) It is determine the Applicant is a competitor, and have the intention to seek trade secret of the Companies from using the Services.
 - (6) It is determine he Applicant will likely to breach any of the terms set out in the Terms of Use herein.
 - (7) It is determine the Applicant; (a) will likely fail to make payment of fees to the Company, or (b) has failed to make any payment to the Company in the past; or (c) currently failing to make any payment of fees to the Company.
 - (8) It is determine that in the past the Applicant have entered into a User Agreement, whereby the agreement have been terminated or suspended by the Companies.
 - (9) It is determine the Applicant does not have a base for its use of the Services located within Japan and provision of the Services in the base for its use of the Services located is prohibited by the applicable laws covering the area.
 - (10) It is determine there is a significant difficulty for the Company to render the usage of the Services.

Article 3. Amendment of Terms of Use

1. The company may make any amendments to the Terms of Use without the need to obtain any approval from the User. As such the usage condition and other content of the User Agreement shall be governed by the amended Terms of Use.

2. Notwithstanding the preceding paragraph, if the obligation of the Company is reduced or the obligation of the User is increased due to the amendment of the Terms of Use; the Company shall give 30 days notice to the User for such amendment.
3. Pursuant to Article 3.2 above, the User deem to give its consent to the amendment by using the Services after the amendment of the Terms of Use was made.

Article 4. Notice

1. Unless otherwise specifically provided for in the User Agreement and/or the Terms of Use herein, any notice given by the Company shall be made using method that is deem appropriate by the Company; such as sending it in writing, via electronic mail or posting it on the Company's website.
2. In accordance with Article 4.1 above, if any notice is given to the User by the Company by way of electronic mail or posting on the website; such notice shall became effective at the time of sending through the electronic mail or at the time of posting on the website.

Chapter 2 Service

Article 5. Provision of the Services

1. The type and content of the Services to be rendered by the Company to the User shall be in accordance to the detail set forth in the Service Specifications Form ("Service Specifications") and to the terms and condition of the User Agreement.
2. The Service Specifications are subject to change without notice, in such event the Services will continue being rendered in accordance with the amended Service Specifications.
3. Notwithstanding Article 5.2 above, if the Company determines the User will suffer some detrimental (excluding minor inconveniences) due to the amendment of the Service Specifications (such as the feature of the Services rendered is being reduced); the Company shall provides notice to the user as accordance to the term set out in Article 3.2 therein.
4. Pursuant to the Article 5.3 above, the User shall deem to give its consent to the amendment by using the Services after the Services Specifications have been

amended.

5. The Company may outsource all or any duties related to rendering the Services to the third party (including, but not limited to SOLXYZ) at own responsibility.

Chapter 3 Fees

Article 6. Service Usage Fees

1. The User shall pay the Company any and all fees for the Services (“Service Usage Fees”) in the method specified by the Company.
2. If the Company renders to the User any services upon the User’s request and the Company carries out any duties, task or other acts necessary to continue the foregoing, the Company may claim reasonable fees from the User even if there are no terms regarding the same in the User Agreement.
3. Unless otherwise provided for in the Terms of Use herein, the Service Usage Fees paid by the User will not be refundable for any reason whatsoever.

Article 7. Free Trial

1. Notwithstanding Article 6 above, the Company may render the Services free of charge (“Free Trial”). The Free Trial period shall be up to 30 days until such day as the Free Trial user begins using the Services in accordance to the User Agreement.
2. The status of the Free Trial shall be transferred to the Services in the event the User Agreement have been applied for in accordance to Article 2 herein and have been entered into, by no later than the end of the Free Trial period.
3. In the event that no User Agreement has been entered into as prescribed in Article 7.2 above, the Company shall have the right to delete (without notice to the Free Trial user) any and all data saved or used on the Cloud Data Center by the Free Trial user during the Free Trial period.

Article 8. Amendment of Service Usage Fees

1. The Company may at its discretion revise the Service Usage Fees in the method specified by the Company if it believes there is a reasonable reason to do so. In such case, the Company shall amend the Service Usage Fees by giving the User a 30 days prior notice.

2. Pursuant to Article 8.1 above, the User shall deem to have given its consent to the amended Service Usage Fees by using the Services after the amendment was made.

Article 9. Late Payment Charges

If the User fails to pay any Service Usage Fees, any amount due shall be subject to late payment payable to the Company in the method specified by the Company. The late payment charge is at the rate 14.6% per annum (prorated based on a 365-day year). The late payment shall be calculated from the day following the payment due until the date on which the payment is made, by no later than the deadline set forth by the Company.

Chapter 4 User's Obligations

Article 10. Obligation concerning use of the Services

1. If the User cause any losses or damages to any third party or if any complaint is made by any third party in connection with the Use's use of the Services; the User shall handle and resolve the same at its own responsibility and expense. The foregoing also applicable in the event that the User incur any losses or damages done by any third party or make any complain to any third party in connection to the use of the Services.
2. The User shall assume any and all responsibility for any information transmitted through the Services and any act in connection with the use of the Services; and shall not cause any detriment to the Companies.
3. If the User causes any losses or damages to the Companies due to willful misconduct or negligence, the User shall indemnify the Companies for such losses or damages.
4. The User shall indemnify any losses or damages (whether it be reconciliatory money, settlement money or others) and bear all costs and expenses incurred by the Companies with respect to any claim (whether judicial or non-judicial), action, suit or proceeding arising out or of in connection with a claim made by any third party due to the willful misconduct or negligent of the User in using the Services. The User shall accommodate any claim for reimbursement made by the Companies.

Article 11. ID, Password and Security

1. The User shall be responsible for maintaining the confidentiality of the ID and password being provided by the Company; and are fully responsible for all activities that occur under the given ID and password. The User shall immediately notify the Company of any unauthorized use of the ID and/or the password made by any third party ("Unauthorized Use"); or any other breach of security including loss of ID and/or the password.
2. The Companies shall not assume any losses or damages resulted or in connection of the Unauthorized Use or the breach of security, unless it occurs due to the willful misconduct or gross negligence of the Company.
3. The use of the Services by Unauthorized Use shall be deemed to be the act of the User. The User shall pay the necessary Service Usage Fees and bear any and all obligations resulted or connected to such Unauthorized Use. The User shall indemnify or compensate the Companies for any losses or damages incurred or connected to the Unauthorized Use, unless such act occurs due to the willful misconduct or gross negligence of the Company.
4. In order to ensure the secure use of the Services by the User, the Company under all circumstances (including in the event of an emergency) shall never accommodate any request for any confirmation or the reissuance of ID and/or password by telephone. If confirmation or reissuance becomes necessary, the User shall request the same in the manner prescribed by the Company separately.

Article 12. Connection with Network

The User, at its expense shall be responsible to arrange the necessary environment to use the Services, for example ensuring the hardware facilities such as the terminal equipment and ensuring the internet connection, etc.

Article 13. Storage and Backup of Data, Etc.

The Company shall backup any data to the extent setting forth in the Service Specification or other option service being owned by the User. The Company shall accommodate a request by the User to provide such backup data.

Article 14. Prohibited Acts

1. With regards to the use of the Services, the User shall not carry out any of the acts listed below:
 - (1) The act of infringing or likely to infringe any intellectual property rights of the

- Company or any third party;
- (2) The act of falsifying or deleting the content of the Services or information that would be used in the Services;
 - (3) The act of placing an excessive load on the facilities for the Services;
 - (4) The act of violating applicable domestic/international laws and regulations or being offensive to public order and morals and causing detriment to the Company or any third party;
 - (5) The act of infringing or being likely to infringe any third party's assets, privacy or rights of likeness;
 - (6) Any act leading to or likely to lead to the commission of any crime, such as fraud, etc.;
 - (7) The act of transmitting or saving any images, documents, etc., which constitute indecency, child pornography or child abuse;
 - (8) The act of causing any third party to use the Services or using the Services by way of impersonating any third party, in breach of the Use Agreement, etc.;
 - (9) The act of transmitting or posting any harmful computer program, etc., such as a virus, etc.;
 - (10) The act of interfering or being likely to interfere with the use or operation of any third party's facilities, etc., or the facilities for the Services, etc.; or
 - (11) The act of conducting any analysis including, without limitation, reverse engineering, decompiling and disassembling of any material supplied (including electromagnetic data and any other intangibles) by the Company;
2. If the Company became aware that the User during its usage of the Services engages any act set out in Article 14.1 above or information provided by the User is associated with any act set out in Article 14.1, the Company may suspend any or all of the Service or delete the information associated with the act without any prior notice to the User.
 3. The User shall indemnify the Company for any losses or damages incurred resulted from the User engaging any acts set out in Article 14.1 if such act is due to the willful misconduct or negligence of the User .
 4. The Company shall not be obliged to monitor any act of the User or any information provided, transmitted, received or registered by the User. In the event that the cause of act falling under Article 14.1 is resolve, the Company shall not be obliged to restore to its original state any information once it has been deleted.

Chapter 5 Suspension and Discontinue

Article 15. Suspension in case of Emergency

1. The Company shall make its utmost effort to realize the sustainability of the Services to the maximum extent by means of providing a geographical multi distribution option for the data center. Notwithstanding such effort, if the Services cannot be provided due to “force majeure”, the Company may suspend the Services without the need to seek the approval of the User. As such the Company shall provide prior notice to the user about suspension of the Services (if it is difficult to provide prior notice, the Company shall provide late notice as soon as possible). The User acknowledges the act of “force majeure” shall include an occurrence of an unauthorized access by any third party (including the intrusion of a computer virus) that exceeds the assumption of an ordinary security measure.
2. The Company may discontinue in rendering the Services giving the User a notice, if the Services is suspended due to “force majeure” of the preceding paragraph and It is determine restoration the Services is impossible even though the Company makes reasonable effort for restoration the Services.
3. In the event the User or any third party incurs any losses or damages resulted from the suspension or discontinuation of the Services due to Article 15.1 or Article 15.2 , the Companies shall not at any time assume any liability for such losses or damages.

Article 16. Suspension Attribution to Circumstances of Third Party Application

1. Subject to providing the notice based on the following paragraph, the Companies shall not, at any time, assume any liability whatsoever in the case where the User or any third party incurs any losses or damages with regards to failure arising from any application provided by SFDC.
2. If the Company know the failure arising from defects on any application provided by SFDC, the Company shall provide a notice to the user as soon as possible, and shall make reasonable effort for restoration the Services.

Article 17. Suspension Attributable to Circumstances of the Company

1. In the event that any operational or technical failure occurs with the Services, the Company shall take the necessary measures to repair or restore the Services.

2. Pursuant to Article 17.1 above, if it becomes necessary, the User shall accommodate any request from the Company in providing cooperation to repair and restore of the Services.

3. The Company may suspend rendering the Services without any prior notice given to the user, in the event that Article 17.1 above being applicable. As such the Company shall provide prior notice to the user about suspension of the Services (if it is difficult to provide prior notice, the Company shall provide late notice as soon as possible).

4. The Company has "set" an objective of achieving an annual operating ratio of 99.9% in rendering the Services. If the actual operating ratio falls below the "set" operating ratio due to the suspension of the Services referred to in Article 17.3 above, the Company shall deduct 10% of the 12 month period for the Service Usage Fees. The operating ratio shall be calculated to the formula set forth below and each concept for the calculation shall have the following definition:
 - (1) 1 Year: 365 days for which the User has already used the Services
 - (2) Unavailable for Use: Except in the case of a Scheduled Suspension set forth in Article 17.5 hereof, the situation where the User is unable to make external connection with the running Services and replacement services are unable to start up for a period of 5 consecutive minutes

$$\text{Operating ratio} = \frac{(\text{Number of minutes in 1 Year} - \text{Number of Unavailable for Use minutes by 5 minute units}) \times 100}{\text{Number of minutes in 1 Year}}$$

5. The Company may temporarily suspend the Services upon giving prior notice to the User for the purpose of periodic inspection or technical modifications/upgrades ("Scheduled Suspension"). If the Company carries out a Scheduled Suspension, the Company shall give at least 8 hours prior notice to the Users, and shall carry out the Scheduled Suspension; to the extent it is practically possible, on weekends from 6 p.m. on Friday until 3 a.m. on Monday.

Article 18. Discontinuation of Business

1. The Company may, at its discretion, discontinue all or part of the Services and the Company shall notify the User to that effect by no later than 6 months prior to the discontinuation date. The Company may terminate all or any part of the User Agreement upon the discontinuation date.

2. Notwithstanding Article 18.1 above, the company shall exert its utmost effort to enable the User to transfer all data owned by the User to the User's own system, at any time within 3 months from the discontinuation date.

Chapter 6 Termination

Article 19. Termination of User Agreement by the User

1. The User shall have the right to terminate the User Agreement by giving notice (set forth by the Company) to the Company, no later than 30 days before the intended termination period.
2. If the User requests not to continue the content and condition of the User Agreement after the amendment according to Article 3.2, Article 5.3, and Article 8.1, and to terminate the User Agreement; notwithstanding Article 19.1 above, the User shall have the right to terminate the User Agreement by giving notice (set forth by the Company) to the Company, no later than 10 days before the intended termination period;.
3. Notwithstanding Article 19.1, the User shall have the right to terminate the User Agreement if the User determines that the Company falls under any of the act listed Article 20.1(except for Article 20.1.(1), Article 20.1.(6), and Article 20.1.(8)) . 14 days prior notice (set forth by the Company) shall be given to the Company for the termination; provided however, no notice shall be given to Company if the User determines that expanded damages will be incurred by the User resulted for the act listed below.
4. If the User terminates the User Agreement prior to the expiration of the term of the User Agreement in accordance with Article 19.2 and Article 19.3 above, or in the case where the User Agreement terminates prior to the expiration of the term of the User Agreement for reasons attributable to the Company; the User may still continue to receive the Services free of charge, within one month after the termination period of the User Agreement, for the sole purpose of "collecting" data owned by the User.

Article 20. Termination of User Agreement by the Company

1. The Company shall have the right to terminate the User Agreement if the Company determines that the User falls under any of the act listed below. 14 days prior notice (set forth by the Company) shall be given to the User for the termination; provided however, no notice shall be give to User if the Company determines that expanded damages will be incurred by the Company resulted for the act listed below.

- (1) A false notification was made at the time of application;
 - (2) Payment is suspended by the User or the User becomes insolvent;
 - (3) A note or check is dishonored;
 - (4) A petition for attachment, provisional attachment or auction is filed against the User, or disposition due to delinquency of public taxes or impositions is issued against the User;
 - (5) A petition for bankruptcy, commencement of corporate reorganization or commencement of civil rehabilitation proceedings is filed by or against the User or serious uneasiness has occurred in relation to the credit status of the User;
 - (6) The User is delinquent in Service Usage Fees and fails to make payment for the delinquent charges within 30 days, even after a notice of demand is received;
 - (7) The User is in breach of the Use Agreement, etc.;
 - (8) The Company determines that the User commits any acts set out in Article 14.1 (Prohibited Acts);
 - (9) The Company determines that the User constitutes or has constituted an anti-social force;
 - (10) The User engages in or causes any third party to engage in any of the following acts;
 - (i) Making illegal, unjustifiable or unreasonable demands;
 - (ii) Committing violent acts, including threatening acts, which are not limited to the exercise of physical force;
 - (iii) Persistently demanding others to enter into transactions such as subscription to information magazines;
 - (iv) Making demands toward the Company claiming that the User pretends to belong to a charitable organization; or
 - (v) Any other act prohibited under the "Act on Prevention of Unjust Acts by Organized Crime Group Members."
 - (11) The occurrence of any matter that makes it difficult to perform the Use Agreement.
2. If the User owes any obligation to the Company (such as unpaid Service Usage Fees, etc.) at the date of the termination of the User Agreement pursuant to Article 20.1 above; such obligation shall become immediately due and payable to the Company.
3. In the event that the Company terminates the User Agreement in accordance to

Article 20.1 herein; the User may still continue to receive the Services for the sole purpose of “collecting” data owned by the User. Such continuation shall happen; (i) if the User makes payments for the entire Service Usage Fees up to the notified termination date and (ii) if the User makes prepayment of an amount equivalent to one months of Service Usage Fees. In this case the termination date shall be the date falling one month after the notified date pursuant to Article 20.1 herein.

Article 21. Measures after Termination of Use Agreement

Upon termination of the User Agreement (after transfer period set forth in Article 19.4 in case termination under Article 19.4, after transfer period set forth in Article 18.2 in case termination under Article 18), the Company shall delete any and/or all data owed by the User without giving any notice to the User regardless the reasons of the termination. The Company shall not assume any liability even if any damage is incurred by the User as a result of the foregoing.

Chapter 7 Warranty, Exemption and Indemnification

Article 22. Exemption

1. Upon rendering the Services, the Company shall not, whether expressly or implied make any warranty whatsoever except those set forth in the Terms of Use and the User Agreement.
2. The Companies for any reasons whatsoever shall not assume any liability to the User for the result arising from the use of the Services and/or any act carried out using the Services.
3. The Companies shall not assumed any liability to the User for any loss and/or corrupted data resulted from overload or malfunction of the system due to the Services being use not in compliance of the User Agreement
4. The provisions of Article 22.2 and Article 22.3 shall not take affect, if there is any intentional or gross negligent on the part of the Companies or if the User fall within the definition of “consumer” set out in the Japanese Consumer Contract Act.

Article 23. Special Provision during Free Trial Period

Notwithstanding any provision under the User Agreement, the Company shall not assume any liability to the User for any indemnification resulted from the use of the Services during the Free Trial period.

Article 24. Maximum Amount of Damages

Aside from the events set out in the Terms of Use, in no circumstances shall the amount of damages borne by the Companies to the User under the User Agreement exceed an amount equivalent to the total amount of the monthly Service Usage Fees paid by the User for the past 12 month period, except for the case there is any intentional or gross negligent on the part of the Company. The 12 month period will be calculated from the day on which the “cause” for such damages arises; provided however, if the “cause” is not identified then a reduction to Service Usage Fees shall be made in accordance to Article 17.4 herein.

Chapter 8 General Provision

Article 25. Confidentiality

1. Without the prior written consent of the other party, neither the Company nor the User may publicly announce or disclose or divulge to any third party any of the other party’s business, technological, transactional, internal information, etc., that it comes to know at the time of performing these Terms of Use and the User Agreement; provided however, that any information that falls under any of the following shall be excluded from the definition of confidential information
 - (1) Information already in the public domain at the time of disclosure to the receiving party;
 - (2) Information already held by the receiving party at the time of disclosure to the receiving party;
 - (3) Information which enters the public domain after disclosure to the receiving party due to any reason not attributable to the receiving party; or
 - (4) Information duly acquired by the receiving party from a third party having the legitimate rights therein without being bound by any confidentiality obligations.
2. The Company and the User must, at their own responsibility, cause their respective employees to observe the obligations set forth in this Article.
3. The Company shall impose on SOLXYZ the same obligations set forth in this Article, and shall assume liability to the User for the performance of the obligations.
4. The obligations of the Company and the User set forth in this Article shall remain effective even after termination of this Agreement.

Article 26. Handling of Personal Information

1. The Company shall maintain and handle all or any personal information of the User, which it has come to know in connection with the rendering of the Services, in accordance with the “Personal Information Protection Policy” separately provided by the Company
2. Notwithstanding Article 26.1 above, the Company may disclose any personal information; upon a legal request to disclosure such information pursuant to “the Limitation of Liability for Damages of Specified Telecommunication Service Providers and the Right to Demand disclosure of Identification of the Senders Act” (Act No. 137 of 2001).
3. The provision under Article 25.1 shall apply “mutatis mutandis” to the maintaining and handling of any personal information known by the Company.
 4. The Company shall impose on SOLXYZ the same obligation set forth in this Article, and shall assume liability to the User for the performance of the obligations.
5. The obligations of the Company and the User set forth in this Article shall remain effective even after termination of this Agreement.

Article 27. Disclosure of Data, etc.

If the Companies becomes subject to a compulsory disclosure request under the applicable laws and regulations or by an administrative authority or judicial authority with regard to the data, etc., owned by the User, the Companies may disclose such data, etc., of the User pertaining to such request without the User’s consent to the extent enforced by the applicable laws and regulations. In this case, the Companies shall give prior notice to that effect to the User pertaining to such request.

Article 28. Report/Notification

1. If the User within the term of the User Agreement, discover any error or abnormality with regards to the Services, the User shall promptly notify the Company in the method designated by the Company.
2. If there is any change in the User’s information, the User shall promptly notify the Company to that effect in the method designated by the Company.

3. The Companies shall not assume any liability whatsoever with regard to the non arrival of any notice, any delay in rendering the Services and/or any other detriment incurred by the User resulted from the breach of Article 28.1 and 28.2 above.

Article 29. Ownership of Rights

Any knowhow, system and any other intellectual property rights and other rights in the Services rendered by the Company to the User shall belong to the Company or the licensor of the Company, and the User may not infringe them in any manner.

Article 30. No Assignment, etc.

Without the other party's prior written approval, neither the Company nor the User may succeed, assign or pledge as collateral, the User's status or any rights and obligations under these Terms of Use and the Use Agreement.

Article 31. Governing Law

These Terms of Use and the Use Agreement shall be governed by and interpreted in accordance with the laws of Japan.

Article 32. Jurisdiction

It is agreed by the parties that any litigation that becomes necessary between the User and the Company shall be subject to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Article 33. Matters for Consultation

Any matters not set forth in the Terms of Use and the User Agreement or any matters which doubts on the interpretation of the provisions thereof arises, shall be amicably resolved between the Company and the User upon mutual good faith consultation.

Supplementary Provisions

Article 1. Implementation Date

These Terms of Use shall be implemented as of May 7,2019.