

# Terms and Conditions for Alternative Data Service

## Chapter I General Provisions

### Article 1 Purpose

Terms and Conditions for Alternative Data Service (hereinafter referred to as "Terms and Conditions" including the appendix attached hereto) set out compliance rules that the Customer (as defined in Article 4) must observe when using the Service (as defined in Article 4). The Customer shall receive the Service on condition that the Customer observes these Terms and Conditions.

### Article 2 Scope of Application of Terms and Conditions

1. These Terms and Conditions shall apply to both the relationship between JPX Market Innovation & Research, Inc. (hereinafter referred to as "JPXI") and the Applicant (as defined in Article 4), as well as that between the Company and the Customer with respect to the use of the Service.
2. The Customer shall agree to and observe these Terms and Conditions when receiving the Service provided by the Company.

### Article 3 Amendment to Terms and Conditions

1. The Company may amend these Terms and Conditions without consent from the Customer. In such case, the conditions for use of the Service are subject to the amended Terms and Conditions.
2. If the Company intends to amend these Terms and Conditions or the Service Fee as defined in Article 12, Paragraph 1, the Company shall notify the Customer of details of the amendment at least three (3) months prior to the amendment in accordance with the method specified by the Company; provided, however, that this shall not apply to amendments intended for clarification, minor changes, or any other cases under unavoidable circumstances.

## Chapter II Definitions

### Article 4 Definitions

In these Terms and Conditions, the following terms have the following meanings:

- (i) Service: The service of providing information based on these Terms and Conditions as defined in the following article.

- (ii) User Agreement: The user agreement defined in Article 6, Paragraph 2.
- (iii) Customer: An entity who has concluded a User Agreement with the Company.
- (iv) Applicant: An entity who intends to apply for use of the Service or who has applied for use of the Service to the Company in accordance with the method specified in these Terms and Conditions.
- (v) Service Environment: Systems, such as computers, provided by the Company in order to provide the Customer with the Service, a public cloud environment provided by a third party, and any other environments.
- (vi) Information: The information to be provided as alternative data by the Company, the data types of which are presented to Applicants through the Company or the website of Japan Exchange Group, Inc., and its edited/processed information.

## Chapter III User Agreement

### Article 5 Service Menu

The Service consists of the following menu:

1. Regular Service (J-GATE)  
The service that allows the Customer to access Information in connection with J-GATE, a derivatives trading system of Osaka Exchange, Inc., provided by JPXI on a daily basis effective on or after the date prescribed in Article 7, Paragraph 1.
2. Spot Data Service (J-GATE)  
The service that allows the Customer to access Information in connection with J-GATE, a derivatives trading system of Osaka Exchange, Inc., provided by JPXI relating to a specified time period in exchange for advance payment of the Service Fee defined in Article 12.
3. Regular Service (arrowhead)  
The service that allows the Customer to access Information in connection with arrowhead, an equities trading system of Tokyo Stock Exchange, Inc., provided by JPXI on a daily basis effective on or after the date prescribed in Article 7,

Paragraph 1.

4. Spot Data Service (arrowhead)

The service that allows the Customer to access Information in connection with arrowhead, an equities trading system of Tokyo Stock Exchange, Inc., provided by JPXI relating to a specified time period in exchange for advance payment of the Service Fee defined in Article 12.

Article 6 Conclusion of User Agreement

1. The Applicant shall apply for the Service through the contract system designated by the Company.
2. The agreement with the Company to use the Service (hereafter referred to as "User Agreement") shall come into effect when the Company sends out an email notifying the Applicant of the acceptance of the application for the Service under the preceding paragraph.

## Chapter IV Provision of Service

Article 7 Provision of Service

1. With respect to the Regular Service, the Company shall provide the Customer with the Information starting from the day which the Company and the Customer have agreed upon.
2. With respect to the Spot Data Service, the Company shall provide the Customer with the Information after the Company has confirmed the Customer's payment of the Service Fee defined in Article 12, Paragraph 4.
3. The Company shall use a public cloud environment provided to the Company by a third party (hereafter referred to as "Public Cloud Environment") when providing the Information pursuant to the preceding two paragraphs. The Company shall loan the Customer the Access Key ID, etc. required to access the Service Environment.
4. The Customer shall notify the Company immediately in case of loss or theft of the Access Key ID, etc. set out in the preceding paragraph.

Article 8 Access to Service Environment

1. The method to access the Service Environment and the format of the Information stored in the Service Environment shall follow the specifications established by the Company.
2. Intellectual rights and any other rights to the specifications established by the

Company shall belong to the Company and other rights holders. The specifications established by the Company may not, in whole or in part, be replicated, altered, or provided to a third party without prior consent of the Company.

3. The specifications established by the Company may not be used for any purpose other than system development required to obtain the Information.
4. The Customer shall, at its own expense, access the Service Environment by using the Access Key ID, etc. loaned by the Company pursuant to Article 7, Paragraph 3.
5. The Customer shall, at its own expense, prepare any devices, line services, software, etc. required to use the Service Environment.
6. The Company may change the specifications set out in Paragraph 1 with prior notice to the Customer; provided, however, that this shall not apply to cases of unavoidable circumstances.

#### Article 9 Change of Application Details

1. If the Customer intends to change details of the application specified in Article 6, Paragraph 1, that have been approved by the Company pursuant to Article 6, Paragraph 2, the Customer shall apply for changes through the contract system designated by the Company.
2. Changes to the User Agreement shall become effective when the Company sends out an email notifying the Customer of the acceptance of the application set forth in the preceding paragraph.

#### Article 10 Use of Information

1. The Customer acknowledges that all rights related to the Information belong to the Company and shall observe these Terms and Conditions when using the Information.
2. The Customer and its Affiliated Company (among the companies of which the Customer has a direct or indirect financial relationship of more than 50% or has a similar relationship, those companies approved by the Company) shall not use the Information in any manner other than for internal operations (hereinafter "Internal Use"), provide the Information to a third party, or cause a third party to use the Information.
3. If it is not clear whether or not a manner of usage of the Information by the Applicant and its Affiliated Company (among the companies of which the Applicant has a direct or indirect financial relationship of more than 50% or has a similar relationship, those companies approved by the Company) is

considered as Internal Use, the Applicant shall inquire in writing or electronic means to the Company before using the Information, and the Company shall reply to the inquiry of the Applicant as soon as practicable.

4. The Company shall be able to judge whether or not a manner of use of the Information by the Applicant or the Customer is considered as Internal Use.
5. The types of the Use Agreement shall be the followings:
  - (i) Internal Use Only  
The Information can be only used by the Customer.
  - (ii) Shared with affiliated companies  
In addition to the use by the Customer, the Information can be shared with the Affiliated Company.
6. The Customer must comply with the following matters in relation to the Affiliated Company:
  - (i) The Customer shall cause the Affiliated Company to comply with the obligations and restrictions provided in these Terms and Conditions. The Customer shall also be solely responsible for the use of Information by the Affiliated Company.
  - (ii) The Customer shall establish a management system at the Affiliated Company that is required for compliance with the obligations and restrictions provided in these Terms and Conditions by the Customer and the Affiliated Company.
  - (iii) In the event that the Customer is advised by the Company as a result of an Audit (as defined in Article 25), etc. that the management system set forth in Item (ii) is insufficient, the Customer shall, after consultation with the Company, make the necessary improvements or discontinue provision of the Information to the Affiliated Company.
  - (iv) In the event of a material violation by the Affiliated Company of the obligations and/or restrictions provided in these Terms and Conditions, the Customer shall, upon request from the Company, immediately suspend provision of the Information to the Affiliated Company.
  - (v) The Customer and the Affiliated Company shall agree in advance that if the Company has determined that said company does not qualify as an Affiliated Company due to dissolution of the investment relationship, any situation that differs from requirements imposed by the Company at the time of approval, or any other reason, the Company may remove said company from its list of approved Affiliated Companies and said company shall no longer be regarded as an Affiliated Company.
  - (vi) If any situation arises which is likely to fall under Item (vi), the Customer

shall promptly report said situation to the Company.

#### Article 11 Agreement regarding Contract

In the case that a Customer using the services described in Article 5, Paragraphs 3 and 4 (referred to in this Article as "the Customer") is using a device contracted between a third party (referred to in this Article as "the Contract Holder") and Tokyo Stock Exchange, Inc., if the Company receives an inquiry from the Contract Holder that the Customer is using as to the existence of a contract pertaining to the services described in the aforementioned Article, the Customer shall agree to allow the Company to divulge the Customer's (limited to the Customer which is using said device) company name and address to the Contract Holder.

### Chapter V Fees

#### Article 12 Service Fees

1. The Customer shall pay the Company the Service Fee specified in the invoice in accordance with the price list, publicly indicated on the website of the Company or Japan Exchange Group, Inc.. If the duration of the use of the Information is under one (1) month, the Service Fee of the month is calculated on a prorated daily basis in case of the Regular Service unless otherwise specified by the Company.
2. With regards to the Regular Service, the Service Fees set forth in Paragraph 1 shall be applicable from the date the Information provision is started in accordance with Article 7, Paragraph 1 unless otherwise specified by the Company.
3. With regards to the Spot Data Service, the Service Fees set forth in Paragraph 1 shall be applicable from the date the User Agreement came into effect in accordance with Article 6, Paragraph 2.
4. The Customer shall pay the Service Fees incurred pursuant to the preceding two paragraphs in accordance with the details specified by the Company by the date specified on the Company's invoice.
5. In the event the Customer is late in payment of the Service Fees set forth in the preceding paragraph, the Customer shall pay to the Company interest at an annual rate of fourteen and six-tenths percent (14.6%) on any overdue payment until the delinquent balance is paid.
6. The Service Fees which the Customer has already paid to the Company and for which six (6) months have elapsed from the day following the due date for

payment shall not be refunded for any reason except for a reason attributable to the Company.

## Chapter VI Free Trial

### Article 13 Free Trial

1. The Company may provide a free trial of the Regular Service defined in Article 5, Paragraph 3 to Customers who meet certain conditions of eligibility. During this free trial, notwithstanding the provisions of Article 12, Paragraph 2, the Service Fees will not be charged.
2. The conditions of eligibility mentioned in Paragraph 1 are indicated on promotional flyers published on the website of the Company or Japan Exchange Group, Inc.
3. The Company will not notify the Customer when their free trial has finished and the Service Fee will begin to be charged. If the Customer does not wish to use the Regular Service after the free trial, the Customer can cancel the User Agreement as of the final day of the free trial by informing the Company of this, through the contract system designated by the Company, at least one (1) week before the final day of the free trial.

## Chapter VII Customer Obligations

### Article 14 Customer Obligations

1. The Customer and the Applicant shall not:
  - (i) Commit any act that interferes with the operation of the Service;
  - (ii) Commit any act that causes or could cause damage to the system or network of any third party who has access to the Service Environment;
  - (iii) Cause a third party to use the Access Key ID, etc. prescribed in Article 7, Paragraph 3, or transfer, loan, or pledge the Access Key ID, etc. to a third party;
  - (iv) Commit unauthorized access of the Information by falsifying its own identity or pretending to be others;
  - (v) Access the Information illegally despite the knowledge that the Information was provided in a manner not consistent with the application, or access the Information in any manner inconsistent with the application;
  - (vi) Commit unauthorized use of a third party's Access Key ID or use a false Access Key ID, etc.;

- (vii) Transmit computer viruses;
  - (viii) Hack into any computer;
  - (ix) Commit any act that violates or is likely to violate any law or regulation;
  - (x) Commit any act that violates public order and morals;
  - (xi) Commit any act that offends or causes damage to another Customer;
  - (xii) Commit any criminal act or any act that is likely to be a criminal act; or
  - (xiii) Commit any other act that disrupts or might disrupt the operation of the Service or acts which the Company deems inappropriate.
2. If the Customer violates any matter specified in these Terms and Conditions including the preceding paragraph and causes damage to the Company and/or a third party, the Customer shall compensate the Company and/or the third party for all such damage.
  3. The Customer and Applicant shall notify the Company immediately if they discover usage of the Information which violates these Terms and Conditions, such as leakage, loss, third-party distribution, or usage inconsistent with the purpose stated in the application.

## Chapter VIII Restricted Use, Suspension and Discontinuance of Service

### Article 15 Discontinuance, etc. of the Service

The Company may discontinue or restrict the provision of the Service in whole or in part if:

- (i) Any natural disaster, incident or other emergency occurs or is likely to occur;
- (ii) Any incident occurs to the system related to the Information operated by the Company or other system of the Service Environment;
- (iii) It becomes difficult for the Company to provide the Service to the Customer because the Company becomes unable to use the Public Cloud Environment;
- (vi) Unavoidable circumstances occur due to the needs of maintenance or repair in the Service Environment; or
- (v) It becomes difficult for the Company to provide the Service because the telecommunication provider discontinues providing the telecommunication service.

### Article 16 Suspension of Provision of Service

The Company may suspend the provision of the Service in whole or in part for a designated period without any notice or demand if the Customer falls under



any of the following items. In this case, the Company is not obligated to give any notice or demand to or to compensate the Customer for damage.

- (i) The Customer has not paid a fee, additional charges or a delinquency charge for the Service for thirty (30) days or more after the due date specified in the invoice;
- (ii) The Customer receives notice of a dishonored bill or check, or has been ordered by a financial institution to suspend banking transactions;
- (iii) Admission of inability to pay debts (*shiharai teishi*) or filing of a provisional attachment or attachment with respect to the Customer, or filing of a petition for commencement of civil rehabilitation proceedings, commencement of bankruptcy proceedings, special liquidation or commencement of corporate reorganization proceedings against or by the Customer;
- (iv) The Company finds that the Customer's credit standing has significantly deteriorated for any reason other than those set out in the preceding three items;
- (v) It is discovered that the Customer stated false matters (including impersonation, false description, and erroneous description) in the application or other procedures regarding these Terms and Conditions or the User Agreement;
- (vi) The Customer's Access Key ID is used, or reasonably suspected to be used, by a third party;
- (vii) The Customer cannot be contacted through the contact information registered at the time of the application under Article 6, Paragraph 1, or the Customer is out of contact by any other means;
- (viii) The Customer refuses the Audit prescribed in Article 25 without reasonable cause;
- (ix) The Customer has violated, or is reasonably determined to have violated, the provisions of Article 14 or of these Terms and Conditions; or
- (x) The Company determines that it is inappropriate to provide the Service to the Customer for any reason other than those set out in the foregoing items.

## Chapter IX Termination

### Article 17 Terms of the User Agreement for Regular Service

With regard to the Regular Service, the term of the User Agreement is until the last day of the month which includes the day one (1) year from the execution

date of the User Agreement. However, the User Agreement is automatically renewed for another twelve (12) months unless either party gives notice indicating its intention to not renew the User Agreement at least one (1) month prior to the expiration of the term of the User Agreement, and the same shall apply hereinafter.

#### Article 18 Automatic Termination of the User Agreement

1. The User Agreement is automatically terminated where the Company falls under any item in Article 15 (excluding Item 4) and the Company determines that the situation will not be resolved, or that it is unlikely the situation will improve even after the Company has discontinued or restricted the provision of the Service in whole or in part for a reasonable period of time.
2. If the User Agreement is terminated pursuant to the preceding paragraph, the Company shall notify the Customer of that in advance (or ex post facto in cases of unavoidable circumstances) in accordance with a method specified by the Company.

#### Article 19 Cancellation of the User Agreement by the Company

1. The Company may immediately cancel the User Agreement without giving any demand where the Customer falls under any item in Article 16 and the Company determines that the situation will not be resolved or is unlikely the situation will improve even after the Company has suspended the provision of the Service in whole or in part for a reasonable period of time.
2. The Company may immediately cancel the User Agreement without suspending the provision of the Service or giving any demand pursuant to Article 16 if the Customer falls under any item in Article 16 and the Company deems that fact as affecting the Company's business operations.
3. The Company shall immediately cease the provision of the Information to the Customer if the User Agreement is cancelled pursuant to the preceding two paragraphs.
4. With regard to the Regular Service, the payment of Service Fees and all other monetary obligations owed by the Customer to the Company shall automatically become due and executable if the User Agreement is cancelled pursuant to the Paragraph 1 or 2, and the Customer shall immediately fulfill those obligations.
5. Any cancellation under this article shall not preclude the Company from claiming damages against the Customer.

## Article 20 Cancellation of the User Agreement upon Notice by Customer for Regular Service

With regard to the Regular Service, the Company and the Customer may cancel the User Agreement on a chosen date through the contract system designated by the Company to the other party at least one (1) month prior to the cancellation date.

## Chapter X Disclaimer

### Article 21 Disclaimer

1. The Company and its related persons (company officers and employees, and agents and or any person appointed by the Company (including their officers and employees). Hereinafter in this article, the Company and its persons concerned are collectively referred to as "the Company") shall make no guarantee regarding the provision of the Service, whether express or implied, for any matter including all legal rights, merchantability, existence or non-existence of infringement of rights and fitness for designated purposes. Furthermore, although the Company makes efforts to ensure the accuracy of the Information, the Company shall not guarantee that the Information is correct, complete, effective, current or timely. The Company shall hold the right, but no obligation, to alter any part of the Information and to correct errors, etc. thereof.
2. The Customer shall be responsible for the use and management of the Access Key ID, etc., loaned by the Company. The Company shall bear no responsibility for any damage incurred by the Customer, or any third party including the Affiliated Company, arising from the use of the Access Key IDs, etc. by a third party.
3. The Company shall bear no responsibility for any damage arising from an error in the specifications or for any cost or damage incurred by the Customer, or any third party including the Affiliated Company, arising from using or not being able to use the specifications provided directly or indirectly.
4. The Company shall operate and manage the Service Environment only up to the access point between the Company and the opposing party of the Internet and any other communication lines. The Company shall make no compensation or accept no liability to the Customer for any cost or damage incurred by the Customer, or any third party including the Affiliated Company, due to a failure of any devices, equipment, or software outside the Company's operation and management.

5. The Company shall bear no responsibility for any damage, other than those set out in the preceding three paragraphs, incurred by the Customer, or any third party including the Affiliated Company, arising in relation to the use of the Service or the Information unless the damage is caused by the Company's willful misconduct or gross negligence.
6. The Company shall make no compensation or accept no liability for any cost or damage incurred by the Customer, or any third party including the Affiliated Company, arising in relation to the audit under Article 25.
7. If the Customer, or any third party including the Affiliated Company incurs any damage due to discontinuance or restriction of all or part of the Service under Article 15, Paragraph 1 or suspension of all or part of the Service under Article 16, the Company shall accept no liability to the Customer, the Affiliated Company, or any other third party for the damage nor shall refund any fees for the period of discontinuance, restriction or suspension, unless the damage is caused by the Company's willful misconduct or gross negligence.
8. If the Company is held liable for any damage under Paragraph 5 or the preceding paragraph due to the Company's gross negligence, the maximum limit for any damages that the Company may owe to the Customer in accordance with these Terms and Conditions or the User Agreement is, for each event attributable to the damages, the amount equivalent to the total of Service Fee for the Service paid by the Customer to the Company for the last one (1) year prior to the date on which the relevant event occurred.
9. The provision of the Information by the Company pursuant to these Terms and Conditions is not intended to solicit investment and shall not guarantee the value of any product.
10. The Customer shall resolve, at its own responsibility and cost, any damage incurred by any third party including the Affiliated Company due to use of Information by the Customer, and shall cause no damage to the Company.

#### Article 22 Disclaimer of Consequential Damage

The Company shall bear no responsibility regarding any indirect, incidental, punitive or consequential damage arising in relation to the User Agreement or the Service (including, but not limited to, any delay, non-performance, misdelivery or suspension of the Service).

## Chapter XI Miscellaneous

### Article 23 Confidentiality

1. The Customer must not publicize, or disclose or divulge to a third party, any information such as business operational, technological, transactional or internal information of the Company that the Customer obtains in the course of performing these Terms and Conditions and the User Agreement without the prior written consent of the Company, except for the following information:
  - (i) Any information already in the public domain before disclosure to the Customer;
  - (ii) Any information already in the possession of the Customer before disclosure to the Customer;
  - (iii) Any information that enters into the public domain for any cause not attributable to the Customer after being disclosed to the Customer; or
  - (iv) Any information that comes into the possession of the Customer from a duly authorized third party through lawful means without any confidentiality obligation.
2. The Customer must, at its own responsibility, cause its employees to comply with the obligations set out in this article.
3. The obligations of the Customer set out in this article continue to be valid even after the termination of the User Agreement.

### Article 24 Reports and Notifications

1. The Customer shall promptly notify the Company in writing or by electronic means if there is a change in its trade name, address, office location or other details.
2. The Company may request that the Customer submit documents certifying the fact of the change with regard to the notification by a Customer under the preceding paragraph.

### Article 25 Audit

During the period of the User Agreement, the Company may, with prior written notice to the Customer, have its officers, employees, agents or any person appointed by the Company enter the business premises or other facilities of the Customer and/or its Affiliated Companies, audit, inspect and copy the books of account and records related to the Service during regular business hours, in order to verify the condition of acquisition and usage of the Information and compliance with these Terms and Conditions. The Customer shall cooperate in

good faith with the Company for any such inspection.

#### Article 26 Notices to the Customer

1. Any notice or other communication made by the Company to the Customer in accordance with these Terms and Conditions (hereinafter referred to as "Notice") is made to the contact information such as an email address that the Customer notifies the Company of.
2. If the Company gives Notice to the Customer and the Notice does not reach the Customer because the actual contact information is different from that described in the preceding paragraph, the Notice is deemed to have reached the Customer at the time when it would have normally arrived.

#### Article 27 Ownership of Rights

All rights with respect to know-how, systems and the like related to the Service provided by the Company to the Customer belong to the Company, and the Customer must not infringe upon these rights. Furthermore, the Company may obtain access logs of the Service Environment and shall be free to use it for audit purposes or any other purposes.

#### Article 28 Prohibition of Assignment

The Customer must not succeed, transfer or pledge the Customer's status, rights or obligations under these Terms and Conditions and the User Agreement to a third party or to conduct similar acts without the prior written consent of the Company.

#### Article 29 Governing Law

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

#### Article 30 Court of Jurisdiction

If the need for a lawsuit between the Customer and the Company arises, the Tokyo District Court has the exclusive jurisdiction as the court of first instance.

#### Article 31 Consultation

If any matter not provided in these Terms and Conditions, or any question as to the interpretation of the provisions set out in these Terms and Conditions arises, the Company and the Customer shall consult in good faith and amicably resolve that matter or question.

Article 32 Elimination of Anti-Social Forces

The Customer (excluding legal entities established in accordance with a foreign law and other foreign bodies) shall observe the content described in "Appendix: Special Agreement Concerning Elimination of Anti-Social Forces".

End of Terms and Conditions

(Last modified: May 10, 2024)

**Article 1. Declaration of Elimination of Organized Crime**

1. In light of it being a company which operates markets as a public service, the Company hereby declares that it will block any transactions with anti-social forces including criminal and extremist elements (hereinafter referred to as "Anti-Social Forces"), and that it will take a resolute stance against Anti-Social Forces which jeopardize the order and safety of the civic society.
2. The Customer hereby declares that it will block any transactions with Anti-Social Forces.
3. The Company and the Customer shall recognize the purpose and intent of the declaration in the preceding two paragraphs and cooperate with the other party so as to observe the declaration.

**Article 2. Definition of Anti-Social Forces**

In these Terms and Conditions, Anti-Social Forces shall be a person or entity which falls under any of the following items:

- (1) An organized criminal group;
- (2) A member of any organized criminal group;
- (3) A person or entity (including its officers (regardless of their titles such as advisor and counsellor; the same shall apply hereinafter), its employees, and any other constituent members; the same shall apply hereinafter) that have close relationships with any organized criminal group or any member of an organized criminal group;
- (4) A corporate extortionist;
- (5) A person or entity which has made unreasonable demands to citizens or enterprises in the name of social activism, human rights movements, or political activism, etc.;
- (6) A person or entity which commits any act which undermines social order or civic safety, etc.; or
- (7) A person or entity which is deemed to have a relationship subject to social criticism with any person/entity enumerated in any of the above six items.

**Article 3. Pledge**

1. The Customer shall, when it executes this agreement, pledge that any person or entity enumerated in the following items does not fall under Anti-Social Forces.
  - (1) The Customer, its shareholders (limited to those that have de facto



participation in the management of the Customer), its officers, or its employees

- (2) A person or entity that is an agent or intermediary of the Customer with regard to transactions with the Company
2. The Customer must cooperate with the Company, as needed, in relation to surveys on whether or not a person or entity referenced in the items of the preceding paragraph or the following items falls under Anti-Social Forces, and submit materials, etc. requested by the Company.
  - (1) A party to a contract related to (i) an agreement where the Customer re-entrusts all or part of the business, etc. that the Company has entrusted to the Customer under these Terms and Conditions and (ii) any other contract related to these Terms and Conditions (hereinafter collectively referred to as "Related Contract");
  - (2) An agent or intermediary pertaining to a Related Contract or any other individual, corporation, and other association/group that is a related party.

#### **Article 4. Termination**

1. The Company may, if the Customer falls under any of the following items, immediately terminate all or part of the User Agreement without advance notice to the Customer:
  - (1) Where the Customer has, by itself or by means of a third party, committed acts such as violence, fraud, threatening statement, and obstruction of the conduct of business;
  - (2) Where the Customer has committed, or is likely to commit, by itself or by means of a third party, an act which undermines the reputation of or trust in the Company;
  - (3) Where the entity referenced in each item of Paragraph 1 of the preceding article is found to fall under Anti-Social Forces;
  - (4) Where the Customer does not cooperate on the survey or report prescribed in Paragraph 2 of the preceding article nor submit materials, etc. requested by the Company without reasonable grounds; or
  - (5) Where the Customer has violated Article 21 or 24 of the "Tokyo Metropolitan Prefecture Ordinance on Eliminating Organized Crime", No. 54 of the Tokyo Metropolitan Ordinance or similar provisions of prefectural or municipal ordinances, etc. enacted by any prefecture, city, special ward, town, or village.
2. In cases where a person or entity referenced in each item of Paragraph 2 of the preceding article is found to fall under Anti-Social Forces, the Company may

request the Customer to take necessary measures such as termination of the Related Contract. In spite of requesting such necessary measures, if the Customer rejects such request without reasonable grounds, the Company may terminate all or part of the User Agreement.

**Article 5. Liability for Damage**

The Company and the Customer hereby confirm that, the Company shall accept no liability for damage or loss incurred by the Customer due to the Company terminating all or part of the User Agreement or these Terms and Conditions pursuant to the preceding article.

End of Special Provisions