

# Terms of Use of the Sample Data for the Scheduled Dates of Earnings Releases Information Service

The Terms of Use for the Sample Data for Scheduled Dates of Earnings Releases Information Service (hereinafter "Terms of Use") set out the terms and conditions for the provision of the Data (as defined in Article 2), and the rights and obligations between JPXI (as defined in Article 2) and the User (as defined in Article 2). The User is required to read all of the Terms of Use and agree before using the Data.

The Data is provided free of charge and without guarantee in principle, and the User shall be deemed to have understood this in agreeing to the Terms of Use.

## Article 1. Application

1. The Terms of Use are intended to set out the terms and conditions for the provision of the Data (as defined below) and the rights and obligations for using the Data between JPXI (as defined below) and the User (as defined below) and shall apply to all relationships between the User and JPXI for using the Data.
2. In the event of any discrepancies between the contents of the Terms of Use and any other description regarding the Data not provided herein, the provisions of the Terms of Use shall prevail.

## Article 2. Definitions

The following terms used in the Terms of Use shall have the following meanings:

- (1) "Sample Data Agreement" refers to a contract for using the Data between JPXI and the User, which is agreed upon under the terms and conditions of the Terms of Use.
- (2) "Intellectual Property Rights" refers to copyrights, patents, utility models, design rights, trademarks, and other intellectual property rights (including the right to acquire such rights or to apply for registration of such rights).
- (3) "JPXI" refers to JPX Market Innovation & Research, Inc.
- (4) "User" refers to any corporation which has been registered as a user of the Data pursuant to Article 3. Application.
- (5) "Actual Service" refers to a paid service provided by JPXI named "Scheduled Dates of Earnings Releases Information Service" (or if the name or content of the service is modified for any reason, said modified service).
- (6) "Data" refers to a set of data provided by JPXI to the User as sample data for the Actual Service.

## Article 3. Application

1. An entity wishes to use the Data may apply to JPXI to use the Data by agreeing to comply with the Terms of Use and providing certain information specified by JPXI (hereinafter "Application Information") in a manner specified by JPXI.

2. JPXI shall determine whether to approve an application applied for by an entity wishes to use the Data pursuant to Paragraph 1 of this article (hereinafter "Applicant") based on criteria set by JPXI, and if JPXI approves the application, it will notify the Applicant to that effect. The registration of the Applicant as a User shall be deemed to have been complete upon the notice issued by JPXI in this paragraph.
3. With the completion of the registration prescribed in the preceding paragraph, the Sample Data Agreement shall become effective between the User and JPXI, allowing the User to use the Data pursuant to the Terms of Use.
4. JPXI reserves the right to refuse application or re-application of any Applicant for any of the following reasons and shall not be obligated to disclose any reason for such refusal.
  - (1) The whole or part of the Application Information provided to JPXI is found to be false, inaccurate, or omitted;
  - (2) An Applicant who established in Japan, its shareholders, its officers, or employees are any of the following (hereinafter "Anti-Social Forces"):
    - (A) An organized criminal group;
    - (B) A member of any organized criminal group;
    - (C) A person or entity (including its officers (regardless of their titles such as advisor and counselor; the same shall apply hereinafter), its employees, and any other constituent members; the same shall apply hereinafter) that has close relationships with any organized criminal group or any member of an organized criminal group;
    - (D) A person or entity which commits any act which undermines social order, public safety, or the like; or
    - (E) A person or entity which is deemed to have a relationship subject to social criticism with any person or entity referred to in any of the above items.
  - (3) A person or entity who has violated any agreement with JPXI or is deemed by JPXI to be related to such a person or entity;
  - (4) A person or entity who has conducted acts specified in Article 12; or
  - (5) Any other case in which JPXI deems the registration is not appropriate.

#### **Article 4. Changes in Application Information**

The User shall notify JPXI of any change in the Application Information without delay in a manner specified by JPXI.

#### **Article 5. Term of the Sample Data Agreement**

The term of the Sample Data Agreement shall be three (3) months from the date when the Sample Data Agreement becomes effective.

#### **Article 6. Data Disposal**

1. The User shall immediately dispose or delete all the Data and its duplicates (hereinafter "disposition and/or deletion") after the expiration of the Sample Data Agreement. The same shall apply to any request of disposition and/or deletion of the Data and its duplicates from JPXI during the Data period.

2. Notwithstanding the provisions of the preceding paragraph, those who have begun using the Actual Service by the end of the month after the end of the Data period may continue to use the Data and its duplicates free of charge while a contract for using the Actual Service is active. In this case, the User shall immediately dispose or delete all the Data and its duplicates after the expiration of the contract for using the Actual Service.

#### **Article 7. Purpose of Use**

1. The purpose of using the Data (hereinafter the "Purpose of Use") may be used by the User for its own use.
2. Making the Data (including edited or processed Data) available to a third party (including distribution over the Internet) shall not be considered "own use."

#### **Article 8. Usage Fees**

1. There shall be no charge for the use of the Data.
2. Notwithstanding the provisions of the preceding paragraph, if a User uses the Data for any purpose other than the Purpose of Use or in violation of the provisions of the Terms of Use, the User shall pay data usage fees for the Actual Service if it already exists, or if the Actual Service does not exist, pay an amount equivalent to six (6) months' worth of fees set by JPXI when it is provided for a fee.
3. The payment of the usage fees set forth in the preceding paragraph shall not prevent JPXI from claiming damages caused by the act of the User set forth in the preceding paragraph in excess of said usage fees.

#### **Article 9. Prohibited Matters**

1. The User shall not perform any of the following acts or acts that JPXI deems to fall under any of the following items in using the Data.
  - (1) Any act that violates laws and regulations or those related to any criminal act;
  - (2) Fraud or any threatening act against JPXI, other users of the Data, or other third parties;
  - (3) Any act against public order and morals;
  - (4) Infringement on the intellectual property rights, portrait rights, privacy rights, reputation, or any other rights or interests of JPXI, Tokyo Stock Exchange, Inc. (hereinafter "TSE"), other users of the Data, or other third parties;
  - (5) Any act that may interfere with the provision of the Data;
  - (6) Unauthorized access to JPXI's network, systems, among others;
  - (7) Impersonation of another person or entity;
  - (8) Provision of benefits to anti-social forces and the like;
  - (9) Delivery, licensing, transfer, resale, and/or lending of the Data or the Data (including edited or processed Data) to a third-party, or use of them for any purpose other than the Purpose of Use;
  - (10) Any act that directly or indirectly leads to or facilitates any act listed in the preceding items;
  - (11) Any attempt listed in the preceding items; or
  - (12) Any other act that JPXI deems inappropriate.
2. If a User violates any matters specified in the Terms of Use including the preceding paragraph and causes

damage to JPXI as a result, the User shall compensate JPXI for all such damages.

#### **Article 10. Suspension or Discontinuation of Provision of the Data**

JPXI may suspend or discontinue provision of all or part of the Data without prior notice to the User in any of the following cases.

- (1) The computer system related to the Data needs urgent inspection or maintenance;
- (2) JPXI is unable to provide the Data due to problems in computer or communication lines such as failures, mishandling, excessively heavy traffic, unauthorized access, or hacking;
- (3) JPXI is unable to provide the Data due to force majeure such as earthquakes, lightning, fires, windstorm and flood damage, power outages, and other natural disasters;
- (4) Any other case in which JPXI determines that it needs to suspend or discontinue the Data.

#### **Article 11. Ownership of Rights**

1. The User agrees that all intellectual property rights and all other rights related to the Data are owned by JPXI and TSE, and that all rights related to the Data are reserved to JPXI and TSE, except as expressly granted to the User in the Terms of Use.
2. JPXI represents and guarantees to the User that JPXI and TSE hold all rights to the Data and that JPXI does not infringe on any rights of third parties.

#### **Article 12. Temporary Suspension or Cancellation of the Use**

1. JPXI may temporarily suspend a User from using the Data or cancel all or part of the Sample Data Agreement immediately, without prior notice or request if the User is guilty of any of the following:
  - (1) The User has violated the provisions of the Terms of Use;
  - (2) The Application Information is found to be false;
  - (3) The User has not responded to inquiries or other communications from JPXI requesting a response for more than seven days;
  - (4) The User falls under any item of Article 3, Paragraph 4; or
  - (5) Any other case in which JPXI determines that it is inappropriate that a User continues to use the Data or to be registered as a User.
2. If JPXI cancels the Sample Data Agreement pursuant to the provisions of the preceding paragraph, all obligations that the User owed to JPXI shall become automatically due and payable, and the User shall immediately fulfill them to JPXI.
3. If the Sample Data Agreement is canceled pursuant to Paragraph 1 of this article, the User shall immediately dispose or delete all the Data and its duplicates pursuant to Article 6, Paragraph 1.

#### **Article 13. Cancellation by the User**

1. The User may cancel the Sample Data Agreement upon completion of procedures specified by JPXI.
2. The handling of user information after the Sample Data Agreement is canceled pursuant to the provisions of the

preceding paragraph shall be pursuant to the provisions of Article 16 and 17.

3. If the Sample Data Agreement is canceled pursuant to Paragraph 1 of this article, the User shall immediately dispose or delete all of the Data and its duplicates pursuant to Article 6, Paragraph 1.

#### **Article 14. Modification or Termination of the Data**

JPXI may modify the contents of the Data or terminate the provision of the Data at its own discretion.

#### **Article 15. Disclaimer**

1. JPXI shall provide the Data with no guarantee in principle and shall accept no liability for any damages incurred because of the use or inability to use the Data by the User.
2. The User shall settle any disputes with a third party at its own responsibility and expense as a result of the use of the Data, and JPXI shall not have any involvement in such disputes.
3. The scope of operation and management of JPXI in relation to the Data shall be up to the connection point of the Internet communication line of JPX. JPXI shall make no compensation to the User nor accept liability for any cost or damages incurred by the User due to a failure of any devices, equipment, or software outside the scope of JPXI's operation or management, such as the Internet.
4. While every effort is taken to ensure the accuracy of the Data, JPXI shall bear no responsibility or liability whatsoever for its truthfulness, accuracy, credibility, and usability, or any judgment made by a User based on the Data. JPXI shall not commit to periodically providing the Data.
5. Even in the event of changes or other alterations to the contents of the Data after the User has received the Data, JPXI will not provide the new Data.

#### **Article 16. Handling of User Information**

1. The handling of User information obtained by JPXI from the User shall be in accordance with the provisions of JPXI's "Handling of Personal Information" and "Privacy Policy", and the User shall agree that JPXI will handle User information of the User in accordance with these provisions.

Handling of Personal Information

<https://www.jpx.co.jp/english/corporate/governance/security/personal-information/index.html>

Privacy Policy

<https://www.jpx.co.jp/english/corporate/governance/security/privacy-policy/index.html>

2. User information collected by JPXI shall be as follows:  
Name, company name, department name, and e-mail address provided by the User to JPXI.
3. The purposes of using User information collected by JPXI are prescribed in "Handling of Personal Information", in addition to those as follows:
  - (1) Confirming the details of the Application Information;
  - (2) Maintenance and improvement of the Data;
  - (3) Response to violations of JPXI's Terms of Use regarding the Data;
  - (4) Providing information regarding the Actual Service and other new services offered by JPXI; and

(5) Conducting research to improve the Actual Service and develop new services.

#### **Article 17. Shared Use of User Information**

1. JPXI may jointly share the User information provided by the User as follows:
2. User information to be shared by JPXI shall be as follows:  
Name, company name, department name, and e-mail address provided by the User to JPXI.
3. The scope of the shared use shall be as follows:  
SCRIPTS Asia, K.K.
4. The purposes of the shared use shall be as follows:
  - (1) Providing information on services related to the Data; and
  - (2) Conducting research to improve the Actual Service and develop new services.
5. The party responsible for the management of User information to be shared shall be as follows:  
Erik Abbott  
Director & Representative Executive Officer, CEO  
SCRIPTS Asia, K.K. Address: 7-1 Kabutocho Nihombashi, Chuo-ku, Tokyo 103-0026 Japan
6. The handling of User information by SCRIPTS Asia, K.K. shall be in accordance with the provisions of its "Privacy Policy".  
Privacy Policy  
[https://www.jpx.co.jp/english/markets/paid-info-equities/listing/b5b4pj000003dtjf-att/SCRIPTSAsia\\_PrivacyPolicy\\_EN.pdf](https://www.jpx.co.jp/english/markets/paid-info-equities/listing/b5b4pj000003dtjf-att/SCRIPTSAsia_PrivacyPolicy_EN.pdf)

#### **Article 18. Amendment to the Terms of Use**

JPXI may amend the Terms of Use if it deems necessary. If it amends the Terms of Use, JPXI shall notify the User of the modification and the effective date of the modification by posting the modified Terms of Use. However, if any changes legally require consent from the User, JPXI shall do so in a manner specified by JPXI.

#### **Article 19. Communication and Notice**

1. Any communication or notices from the User to JPXI including inquiries with respect to the Data, and those from JPXI to the User including notices concerning amendments to the Terms of Use shall be made in a manner specified by JPXI.
2. Any communication or notices made by JPXI to the e-mail address or any other contact address included in the Registration Information is deemed to have been received by the User.

#### **Article 20. Disposal of Status under the Sample Data Agreement**

1. The User may not assign, transfer, pledge as collateral, or otherwise dispose of its contractual status, or rights or obligations under the Terms of Use to a third party without JPXI' prior consent.
2. If JPXI transfers the business related to the Data to another party, JPXI may, as part of said transfer, assign to the company its contractual status, the rights and obligations under the Terms of Use, the Application Information

of the User, and other customer information, and the User is deemed to have hereby agreed in advance to said assignment in this paragraph. The business transfer prescribed in this paragraph shall include not only ordinary business transfers, but also corporate divestitures and any other business transfers.

#### **Article 21. Severability**

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

#### **Article 22. Governing Law and Jurisdiction**

1. The Terms of Use and the Sample Data Agreement shall be governed by and construed in accordance with the laws of Japan.
2. Any and all disputes which may arise out of or in connection with the Terms of Use or the Sample Data Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of the first instance.

#### **Article 23. Language**

1. The Terms of Use and the Sample Data Agreement are written in Japanese and has been translated into English. The Japanese version is the official version, and the English version is for reference purposes only. In the event of any conflict between these two versions, the Japanese version shall prevail.
2. Japanese is the governing language, and translations of the Terms of Use into other languages are for the convenience of reference only and are not binding on the parties hereto.

#### **Article 24. Elimination of Anti-Social Forces**

1. In light of it being a public service company which supports market operations, JPXI hereby declares that it will block any transactions with Anti-Social Forces, and that it will take a resolute stance against Anti-Social Forces which jeopardize the order and safety of society.
2. The User hereby declares that it will block any transactions with Anti-Social Forces.
3. The User pledges that any person or entity referred to in the following items does not fall under Anti-Social Force:
  - (1) The User or its shareholders (limited to those that have de facto participation in the management of the user), officers, or employees; or
  - (2) An individual, corporation, or organization that is the User's agent, intermediary or other party related to transactions with JPXI.
4. The User will recognize the purpose and intent of the declaration in the preceding three paragraphs and cooperate with JPXI so as to observe the declaration.

(As of March 6, 2024)