

Service Terms and Conditions for Agree Service

1. General Rules

1.1 Purpose

These Service Terms and Conditions for Agree Services (hereinafter referred to as the “Service Terms and Conditions”) shall govern the use of the Service provided to Customer by GMO GlobalSign via its affiliate, GMO Cloud K.K. (hereinafter referred to as “GlobalSign” or “we”).

2. Establishment of the Agreement

2.1 Application Method

2.1.1. To sign up for the Service, you shall enter all the necessary information in the application form and submit it to GlobalSign.

2.2 Completion of Contract

2.2.1. When there is any reason listed in the following items in respect of you, GlobalSign may not accept your application for the Service.

- (a) It is believed that using the Service is in violation of the Service Terms and Conditions.
- (b) If you make a false statement to GlobalSign upon applying for the Service.
- (c) Upon application, you are a minor, adult ward, or either of the person under curatorship or person under assistance, lacking the legal capacity to enter into the definitive contract by its own act and there is no consent or ratification of the legal representative or other consent holders.
- (d) Cases falling under the antisocial forces stipulated in Section 8.2.
- (e) Cases where GlobalSign is not able to perform identity verification.

3. The Service

3.1 The Service

3.1.1. The Service is a cloud-based signing service that can help you sign and manage documents.

3.1.2. GlobalSign may change the content of the Service, such as addition, extension or deletion of functions or features.

3.2 Support

The Agree Support ([Help Center](https://gmo-agree.zendesk.com/hc/en-us) available at <https://gmo-agree.zendesk.com/hc/en-us>) offers multiple articles to help you understand various features of Agree and how those features work. Customer is

expected to check these articles for any functional support.

Customer may raise a request for help with any technical issue at support-agree@globalsign.com

4. Obligations of Customer

4.1 Management of User ID and Password

4.1.1. GlobalSign Customer will create a user ID ("ID") and password in order to access the Service.

4.1.2. You must securely manage your ID and password and take the utmost care not to disclose it to other people. GlobalSign will require the person who is trying to access the Service to enter the ID and password. If the input character string matches the character string constituting the ID and password, GlobalSign will allow the person to have access to the Service.

4.2 Compliance with the Rules Concerning Digital Certificates

When using digital certificates with the Service, Customer shall comply with the terms and conditions relative to the digital certificate provided by GlobalSign.

4.3 Back up of Data

GlobalSign may not perform any backups of any data or files for you. You are solely responsible for taking appropriate measures to back up your files and data.

4.4 Prohibited Acts

4.4.1. Customer shall not conduct any of the following acts:

- (1) Acts contrary to these Service Terms and Conditions.
- (2) Acts contrary to laws or public order and morals.
- (3) Acts that may lead to criminal acts.
- (4) Acts of infringing intellectual property rights such as trademark rights and copyrights of GlobalSign or a third party or acts that may infringe.
- (5) Acts of using the Service in a manner that will seriously impede the use of the Service by other customers.
- (6) Acts that create or may create an excessive burden to our system.
- (7) Acts that are deemed to be inappropriate by GlobalSign other than those listed above.

4.4.2. When you perform any of the prohibited acts listed above or cause third parties to perform such acts, GlobalSign may discontinue the provision of the Service with immediate effect without any notification.

4.5 Non-Assignment

Your status, rights or obligations under the Service Terms and Conditions may not be transferred or

assigned to third parties or given as security without the written consent of GlobalSign.

4.6 Notification of Changes

4.6.1. If there is any change in the information provided to GlobalSign by you when applying for the Service, please immediately notify such change to GlobalSign through your GlobalSign account manager.

4.6.2. Until the notification set forth in the preceding subsection is received and confirmed by GlobalSign, GlobalSign will continue to provide the Service and the business affairs related to the Service is continued by GlobalSign as if nothing has been changed.

5. Disclaimer

5.1 Force Majeure

GlobalSign shall not be liable for failure or delay in performing its obligations hereunder if such failure or delay is due to circumstances beyond its reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, fire, flood, strike or other, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services.

5.2 Interruption due to Maintenance

5.2.1. GlobalSign (including a third party entrusted by GlobalSign) shall, when any of the following items occur, without notification to Customer in advance, at the discretion of GlobalSign, implement temporary interruption of provision of the Service, investigate the cloud server, change settings, conduct repairs and other administrative work:

- (1) When performing cloud server maintenance or inspection.
- (2) When updating or upgrading the software required for providing the Service (hereinafter referred to as "the Software").
- (3) When repairing or modifying defects of the cloud server or the Software.
- (4) When the certificate authority that issued the digital certificate performs maintenance, inspection, or repair of the digital certificate issuance system.
- (5) In the case where it is unavoidable for operational reasons or technical reasons.

5.2.2. GlobalSign is not responsible for any damage caused to Customer by the administrative work described in the preceding subsection.

5.3 Disclaimer

5.3.1. GlobalSign has no responsibility with regard to the contents of the electronic contract concluded using the Service and may temporarily suspend the provision of this Service, suspend all or part of the

Service. GlobalSign will not be liable for any damages or any other damages, such as loss of or restoration of data for any leaks or other damages arising in connection with the Service.

5.3.2. GlobalSign does not guarantee any matters listed in the following items and other matters concerning the Service and GlobalSign does not make any warranty that:

- (1) A person with legitimate authority signed an electronic contract using the Service.
- (2) The Service shall not be interrupted, suspended or abolished.
- (3) The Service shall have a certain quality.
- (4) The contents or functions of the Service meet a specific purpose of use.
- (5) The use of the Service does not infringe the rights of third parties.

5.4 Special Provision of Exemption from Consumer Contract

5.4.1. Regarding the clauses listed in the following subsections, for individual customers (excluding customers who use the Service as a business or for business), GlobalSign will indemnify Customer for the damages to the extent of the amount corresponding to the Service Usage Fee for one month of the Service:

- (1) Any provision that exempts all responsibility for compensating for damages caused to Customer due to our default.
- (2) Any provision that exempts all responsibility under the provisions of the Japanese Civil Code to compensate for damages caused to customers due to the illegal acts of GlobalSign at the time of performance of GlobalSign's obligations in providing the Service.
- (3) Any provision that exempts all responsibility for compensating damages caused to customers due to a hidden defect in the Service.

5.4.2. The items listed in the following subsections shall not apply to individual customers (excluding customers who use this service as a business or for business):

- (1) Any provision that exempts part of the responsibility for compensating for damages caused to customers due to our default (intentional or serious negligence).
- (2) An exemption from part of the responsibility under the provisions of the Japanese Civil Code to compensate for damage caused to customers due to illegal acts (limited to our intention or serious negligence) made at the time of performance of our obligations in this Agreement.

6. Fees; Payment

6.1 Payment of Fee

6.1.1. Customer shall pay GlobalSign the digital signature fees, electronic signature fees and user fees (hereinafter collectively referred to as "Service Usage Fees") for the Service.

6.1.2. GlobalSign may revise the Service Usage Fees for future use periods based on social situation,

changes in economic situation, technical request for service provision and other circumstances. GlobalSign will notify customers about revised Service Usage Fees by appropriate methods, such as email or posting on GlobalSign's website.

6.1.3. Customer shall bear the taxes and public dues, the bank transfer fee and other expenses arising upon payment of the Service Usage Fee.

7. Term and Period of Use of the Service

7.1 Term of Use and Renewal

The initial use period of the Service shall be one (1) year from the Service availability date.

7.2 Termination

7.2.1. Either party can terminate the Agreement at the end of any use period by providing written notice to the other party at least thirty (30) days prior to the end of the current use period. Even if Customer terminates in the middle of the use period, GlobalSign will not reduce or refund all or part of the Service Usage Fee.

7.2.2. When there is any reason listed in each of the following subsections for Customer, GlobalSign shall be able to terminate the Agreement immediately without notice.

(1) In the event of breaching the obligation stipulated by the Agreement.

(2) In cases where a petition for bankruptcy proceedings or other bankruptcy proceedings has been made.

(3) A case where a false statement is made by Customer to GlobalSign.

(4) Other than the cases set forth in the preceding subsections, in the case where the delivery of the Service to you is seriously disrupting or may seriously disrupt the business activities by GlobalSign based on GlobalSign's decision.

7.2.3. Even if GlobalSign terminates the Agreement as set forth in this Section, GlobalSign shall not lose the right to claim damages or losses against Customer.

7.3 Deletion of Data

7.3.1. GlobalSign will delete all Customer data when the Service is terminated due to expiration or termination of the use period. Even if damage arises due to the deletion of data, GlobalSign will not be responsible to Customer or third parties for any damages or other costs, including restoration of data deleted.

7.3.2. It is Customer's responsibility to make copies of all data by the expiration or termination of the use period of the Service.

8. Other

8.1 License for Use of Name

During the use period of the Service, Customer shall permit GlobalSign to use Customer's name, logo and other names of Customer for the purpose of displaying Customer as a user of the Service on GlobalSign's website, promotional materials, and advertisements without any charge.

8.2 Elimination of Antisocial Forces

8.2.1. GlobalSign and Customer are committed to protecting ourselves and our own officials and staff from gangsters, members of gangsters, companies involved in gangsters, other antisocial forces (hereinafter referred to as the "antisocial forces"). We will assert and guarantee that we are not the antisocial forces.

8.2.2. GlobalSign and Customer will guarantee that we do not do violent or intimidating demanding acts, unreasonable request acts beyond legal responsibilities, other similar acts, or not to be done by a third party.

8.2.3. GlobalSign and Customer shall be able to immediately terminate the Agreement if the other party violates the representation and warranty in the preceding two subsections.

8.3 Survival of Provisions

Section 4.5 (Prohibition on Disposal of Contractual Status), Section 5 (Disclaimer), Section 5.4(Special Terms of Disclaimer Concerning Consumer Contracts) , Section 7.3 (deletion of data etc.), and the provisions of this Section shall survive any expiration or termination of this Agreement.

8.4 Efforts for Resolving Disputes

When a dispute arises with respect to the Service, each party shall make efforts to resolve in good faith based on the spirit of mutual cooperation.

8.6 Revision of the Service Terms and Conditions

GlobalSign may revise the content of the Service Terms and Conditions at any time by providing thirty (30) days' notice to Customer.