NEQTO API Terms of Use

These NEQTO API Terms of Use ("**Terms of Use**") set forth the rights and obligations between JIG-SAW INC. ("**JIG-SAW**") and you as the user of the proprietary application programming interfaces developed by JIG-SAW ("**User**", "**you**"). In order for you to use the application programming interface, you must read the entire Terms of Use and agree to them.

Article 1. Scope of these Terms of Use

The purpose of these Terms of Use is to set forth the rights and obligations between JIG-SAW and the User with respect to use of the API (as defined in Article 2(4) below). These Terms of Use shall apply to all relationships between JIG-SAW and the User concerning use of the API.

Article 2. Definitions

Unless otherwise provided in the Terms of Use, the capitalized terms used herein shall have the meanings as defined in the following Items.

(1) "**Writing**" means by hard copy document or electromagnetic records.

(2) "**Tokens**" means tokens and other information to enable the User to access JIG-SAW's systems through the API.

(3) "**Unauthorized Access**" refers to unauthorized access, hacking and network intrusions.

(4) "**API**" means an application programming interface and the application programming interface is based on the specifications separately provided by JIG-SAW to the User, or posted on a website designated by JIG-SAW (**API Specifications**");

(5) "**API right of access**" means the right allowing the User to use and access the API on a non-exclusive basis.

(6) "**API Connection**" means connecting NEQTO and a user development system using this API.

(7) "**NEQTO**" means the JIG-SAW IoT service made available by JIG-SAW to the User.

(8) "**User Development System**" means the system developed by the User using the API and used by the User.

Article 3. Use of the API

1. JIG-SAW shall grant to the User a non-exclusive license to use the API for the purpose of the User's use of the User Development System. User may not, without the prior consent of JIG-SAW in Writing, transfer, trust, succeed, establish security rights on or otherwise dispose of the API. Further, User may not sublicense the API right of access to any third party.

2. The specifications for the API shall be in accordance with the API Specifications set forth by JIG-SAW. JIG-SAW reserves the right to make changes to the API Specifications without obtaining the consent of the User (including without limitation addition of

functionality). In such case, JIG-SAW shall promptly notify User of the details of such change after such change. JIG-SAW shall bear no liability whatsoever to the User for any loss or damage incurred by the User as a result of or in connection with any change to the API Specifications.

3.   Except where the User has obtained JIG-SAW's prior consent for such third party cooperation (which may include a case in which the User's intention to engage in cooperation or joint development with a third party is set forth in a separate attachment; "Consent to Third Party Use"), User shall not implement the User Development System in whole or in part, or the use of the API jointly with a third party or allow connection by a third party.

4.   In the event that User, after obtaining JIG-SAW's Consent to Third Party Use pursuant to the preceding Paragraph, implements the User Development System in whole or in part, or uses the API jointly with a third party or allows connection by a third party, the User shall be liable for the acts of such third party in accordance with the provisions of these Terms of Use ("Third Party Responsibilities"), and have such third party comply with the Third Party Responsibilities.

5.   In the event that the User shall outsource the business pertaining to all or part of the User Development System or the use of the API to a third party, the User shall obtain JIG-SAW's Consent to Third Party Use.

6.   JIG-SAW grants the User a license to use the API only to the extent set forth in these Terms of Use, the User shall not acquire or own any copyright, patent, or other intellectual property rights, ownership, or other rights in or to the API, its derivatives, or the data provided through the API; provided however, that the User may process the data provided through the API for the purpose of the User Development System as well as use such data within the scope of a third party connection pursuant to Paragraph 3 of this Article, irrespective of whether or not JIG-SAW owns the copyright, patent right or any other intellectual property right in relation to the data provided through the API.

Article 4. Charges

1.   The User shall pay to JIG-SAW the charges designated by JIG-SAW as consideration for the license to use the API. In addition, if JIG-SAW determines that it is necessary to revise the charges due to various reasons, it shall notify the User to that effect and may revise the charges to the extent that JIG-SAW and User discuss and agree thereon.

2.   In the event that the User Development System is ended, JIG-SAW shall have no obligation to refund any charges User has paid to JIG-SAW.

Article 5. Authentication and Tokens

1.   Upon the User's application therefor, JIG-SAW shall grant User a Token.

2.   The User shall, at its own expense and responsibility, strictly manage Tokens granted by JIG-SAW to the User, and shall not allow a third party to use, lend, transfer, sell or pledge Tokens.

3.   The User shall be liable for any errors, misidentification, falsification and leakage of instructions and other information communicated to JIG-SAW and for all other liabilities in connection with the use of Tokens.

4.   The User shall be liable for any loss or damage incurred by JIG-SAW, the User or any third party due to inadequate management of User's Tokens or fault in the use of User's Tokens.

Article 6. Response to Unauthorized Access

1. In the event that the User becomes aware of any of the following with respect to the API Connection or the User Development System, the User shall immediately report same to JIG-SAW: Unauthorized Access; leakage or falsification of information due to Unauthorized Access; or a specific possibility of leakage or falsification of information due to Unauthorized Access.

2. In the event that any Unauthorized Access is discovered in connection with the API Connection or the User Development System or the User becomes aware of a specific possibility of leakage or falsification of information, or other exposure, User shall promptly take the countermeasures that the User is able to at such time and cooperate with JIG-SAW to determine the cause of such Unauthorized Access and implement countermeasures. JIG-SAW may limit or suspend the API Connection until adequate measures are in place.

Article 7. Response to Incidents

1. The User shall report to JIG-SAW without delay to the extent practically possible, on any incidents that have, or are likely to have, a material impact on the API Connection or the continued provision of the User Development System, including without limitation, serious system failures with respect to the systems used for the provision of the User Development System, leakage or unauthorized leakage of personal information, failures caused by material administrative procedures related to the provision of the User Development System, and any misconduct by the employees of the User or of the User's outsourcee who are involved in the provision of the User Development System (collectively, "**Incidents**").

2. In the event of any Incidents, the User shall, in cooperation with JIG-SAW, identify and remove the cause of such Incidents, and take measures to prevent the spread of damage caused by Incidents as well as the recurrence of Incidents.

3. In the event that the Incidents under Paragraph 1 are caused by the User or the User's equipment, the User shall analyze the details of the Incidents without delay and take measures required for the recovery of the User Development System, and respond to JIG-SAW for the details of the Incidents and the recovery measures. In the event that any necessities arise in order for the User Development System to be initiated, the User shall take necessary measures upon consultation with JIG-SAW.

Article 8. Additional Obligations of User

1. User shall, at the User's expense and responsibility, prepare and maintain computers, software and other equipment, the use environment, communication links and the like required to access the cloud environment or cloud environment required for the User to access JIG-SAW's system via the API.

2. With respect to the User Development System, the User shall be responsible for taking security measures necessary to prevent computer virus infection, hacking, falsification or any other unauthorized access to the network or leakage of information by third parties at the expense of the User.

Article 9. Exemption from Liability

1. JIG-SAW shall not be liable for any damages incurred by the User due to natural disaster, labor dispute, power failure, failure of communication infrastructure, simultaneous failures affecting multiple persons, suspension of public service, natural phenomenon, riot, government act, terrorism, war or any other force majeure.

2. JIG-SAW provides no guarantees with respect to the API as to suitability for the purpose of use, the merchantability, or availability of connection results. JIG-SAW, to the full extent permitted by law, shall not be responsible for any failure of communication equipment, lines, internet, computers, software, and the like, failure of the API to improve security, discontinuance or termination of the provision of the API pursuant to Article 11, or any loss or damage incurred by the User or any third parties in connection with the API, whether under the grounds of default, warranty for defects, tort or any other grounds that are asserted.

3. Unless otherwise agreed with User, JIG-SAW shall not be obligated to provide the User with services such as technical support, maintenance and function improvement for the User Development System and connection with the API.

4. For whatever reason, the upper limit of total liability JIG-SAW owes to User or any other third party regarding the API is the amount equivalent to three (3) months of the monthly amount paid by the User to JIG-SAW for such NEQTO services.

Article 10. Prohibited Conduct

The User shall not engage in or allow any third party to engage in any of the following conduct:

(1) copying, modifying, or reverse-engineering by decompiling, disassembling, or other tampering with, of the API or all or part of JIG-SAW's systems or programs accessed via the API including information on the contents thereof (collectively, "**JIG-SAW Systems**"); or

(2) licensing, selling, lending, assigning, disclosing or leasing the JIG-SAW Systems to a third party;

(3) deleting or altering JIG-SAW's copyright notice and other rights notices affixed to the JIG-SAW Systems.

(4) infringing any of the intellectual property rights, right of privacy, image rights and any other rights of JIG-SAW, any partner of JIG-SAW or any other third parties associated with the API other than the User (collectively, "Protected Parties"), or damage the property, credibility, honor, or other interests of the Protected Parties;

(5) using JIG-SAW 's trademarks, company names, logo marks, or other property without obtaining JIG-SAW's prior consent;

(6) using the API or its derivatives for any purpose other than as permitted by JIG-SAW;

(7) making an Internet access point unknown;

(8) violate any laws and regulations, or any rules or regulations concerning the User Development System or the API Connection;

(9) increasing the load on the JIG-SAW Systems significantly (including without limitation, exceeding a maximum frequency of access of 1 access per second);

(10) interfering with a third party's access to the API;

(11)   disclosing or leaking Tokens to a third party or increasing the risk thereof;

(12)   any conduct against public order and morals and may cause significant discomfort to others or increase the risk of harmful rumors about JIG-SAW;

(13)   decreasing the safety of the JIG-SAW Systems, by causing the sites and servers operated by JIG-SAW and the JIG-SAW Systems, to become infected computer viruses, to be hacked, falsified, or any other unauthorized access or similar actions; and

(14)   any conduct equivalent to any of the foregoing.

Article 11. Suspension or Changes to the API

1.   JIG-SAW may, without prior notice to the User, suspend all or part of the provision of the API or terminate the license to use the API in the event of any of the following. In addition, if JIG-SAW incurs any loss or damage due to any of the following events, JIG-SAW may claim compensation for such loss or damage against the User.

      (1)   in the event that it becomes difficult to continue providing the API Connection due to force majeure events such as earthquake, lightning strike, fire, wind and flood damage, power failure, failure of communication infrastructure, acts of God, or due to Unauthorized Access by a third party;

      (2)   in the event that circumstances have arisen such that JIG-SAW determines such suspension or discontinuance to be unavoidable on business, security, technological or other grounds; and

      (3)   in the event that the User has engaged in or is likely to engage in conduct that violates the provisions of these Terms of Use.

2.   JIG-SAW may change the contents or terminate the provision of the API or terminate the license to use the API at any time for JIG-SAW's convenience. In the event that JIG-SAW terminates the provision of the API or terminates the license to use the API pursuant to this Paragraph, JIG-SAW shall notify the User in advance.

Article 12. Confidentiality Obligations

The User shall kept strictly in confidence and shall not disclose, furnish or divulge to any third party without the prior written consent of JIG-SAW, any information that User becomes aware of with respect to JIG-SAW or the API in connection with the User's use of the API The User shall not use the User Development System for any purpose other than for the purpose of personal use.

Article 13. Zero Tolerance Policy Toward Organized Crime

1.   You represent and warrant that you do not, and will not in the future, fall under any of the following:

      (1)   an organized crime group (*boryokudan*)

(2)　　　a member of an organized crime group (*bouryokudan-in*), a person for whom 5 years have not yet passed since such person ceased to be a member of an organized crime group

(3)　　　a quasi-member of an organized crime group

(4)　　　a company related to an organized crime group (*boryokudan kankei kigyo*)

(5)　　　a corporate racketeer (*sokaiya*), a rogue person or group falsely professing to be a social activist (shakai undo tou hyobo goro) or an organized special intellectual crime group (*tokushu chinou boryoku shudan*),

(6)　　　a person equivalent to any of the above (each, an "Organized Crime Group Member");

(7)　　　a person having a relationship whereby such person's management is controlled by an Organized Crime Group Member;

(8)　　　a person having a relationship whereby an Organized Crime Group Member is deemed to be substantially involved in such person's management;

(9)　　　a person having a relationship whereby such person is deemed to be making use of an Organized Crime Group Member for purposes such as gaining wrongful benefit or for the purpose of harming a third party;

(10)　　　a person having a relationship whereby such person is deemed to be providing funding or other benefits to an Organized Crime Group Member or otherwise extending conveniences to an Organized Group Member;

(11)　　　an officer or a person who is substantially involved in management who has a relationship with an Organized Crime Group Member that warrants denunciation under societal standards.

2.　　　You warrant that you will not engage in and shall not cause a third party to engage in any of the following conduct:

(1)　　　making violent demands;

(2)　　　making wrongful demands beyond the bounds of law;

(3)　　　use of intimidation or violence in relation to transactions;

(4)　　　dissemination of rumors and use deceptive plans, or, exertion of influence that would damage the reputation of JIG-SAW or obstruct the business of JIG-SAW; and

(5)　　　any other conduct equivalent to the foregoing items.

Article 14. Measures upon Termination of Provision of the API

Upon the expiry or other termination of the API for any reason, the API and its derivatives, as well as any related materials (including without limitation the specifications and reproductions of the foregoing), shall be deleted and destroyed; provided however, that the User shall store

the information required to be stored under applicable laws and regulations for the period specified by such laws and regulations and JIG-SAW shall bear no liability whatsoever for damages or losses of any kind incurred by the User due to the User's failure to comply with such requirements.

Article 15. Modification

JIG-SAW may modify these Terms of Use. In such case, JIG-SAW shall notify the User of the effective date of change and the modifications, and if the Agreement continues after the effective date of change, the User shall be deemed to have agreed to such modifications.

Article 16. No Assignment

Neither JIG-SAW nor the User may assign, transfer, succeed, provide as collateral to a third party, or otherwise dispose of, its status under the Terms of Use or all or part of its rights and obligations arising out of the Terms of Use without the prior written consent of the other; provided however, in the event that JIG-SAW assigns all or part of the business related to NEQTO to a third party or has a third party succeed to NEQTO business, JIG-SAW may, after notifying the User of the status, subject all or part of the rights and obligations arising out of these Terms of Use to the assignment or succession.

Article 17. Governing Law and Jurisdiction

1.   These Terms of Use shall be governed by and construed in accordance with the laws of Japan. JIG-SAW and the User agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.
2.   Any disputes arising out of, in connection with these Terms of Use shall be submitted to the exclusive jurisdiction of the Tokyo District Court in the first instance.

Article 18. Good Faith Consultation

In the event there are any doubts arising with respect to the interpretation of the Terms of Use or any matters not set forth in these Terms of Use, JIG-SAW and the User shall endeavor to resolve them through good faith consultation between them.

Article 19. Language

These Terms of Use are made in Japanese and translated into English. The Japanese text is the original. If there is any conflict or inconsistency between these two texts, the Japanese text shall prevail.

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