

# Terms of Service

This agreement (hereafter referred to as the “Terms of Service”) applies to the online service “LAYLA-Auction” (hereafter referred to as the “Service”) operated by TMH Inc. (hereafter referred to as “TMH”).

## Article 1 – Contents of the Service and TMH’s role

1.

This Service solicits purchasers and purchase prices in an auction format on the internet. By listing products on the internet site LAYLA-Auction (hereinafter referred to as “This Site”), TMH solicits Users (defined in the following article) solicited to make purchase requests (hereinafter referred to as “Bids”) and sell products to the user who has submitted the highest bid (hereinafter referred to as the “Successful Bid”). TMH is the exhibitor, and the successful bidder concludes a sales contract with us and delivers the product.

2.

The content of this Service shall be as stipulated in these Terms of Use.

## Article 2 Definitions

1. Definitions

1. “Terms” refers to these Terms of Use and Privacy Policy, all of which constitute these Terms.
2. “Privacy Policy” refers to the privacy policy (regardless of the name) established by TMH.
3. “User” refers to an individual or business operator who agrees to the terms of this Agreement, has a “Member ID” (defined below) registered, and uses this Service.
4. “Personal Information” refers to “personal information” defined in the Personal Information Protection Act, and includes name, postal code, address, date of birth, gender, occupation, telephone number, account information (e-mail address and password, etc.), financial account information (payment business account information, bank account information), usage history, etc., and information that can identify a specific

individual (can be easily compared with other information, including those that identify a specific individual.)

5. "Member ID" refers to the information for logging in to This Site and the right to use this Service.
6. "Auction" refers to an auction held on this site.
7. "Product" refers to the product put up for auction.
8. "Successful Bid Price" refers to the price of the product, etc. when the successful bid is confirmed, notified by TMH in the manner prescribed by TMH, the prescribed successful bid fee and consumption tax, bank transfer fee, customs duty (overseas, if necessary) and insurance premiums (if necessary).
9. "Bidder" refers to a user who bids on a product, etc. on the auction of this Service and tries to win the bid.
10. "Successful Bidder" refers to a user who bids on a product, etc. on the auction of this Service and wins the bid.

## 2. Application

The definitions in this article shall apply to these Terms unless otherwise defined or the context requires otherwise.

# Article 3 Consent to the Terms and Changes to the Terms

## 1. Consent to and application of these Terms

The purpose of this agreement is to establish the terms and conditions regarding the use of this Service between the User and TMH, and it applies to all relationships related to the use of this Service between the User and TMH. Users shall agree to these terms and use the Service in accordance with the provisions of these Terms. Users are deemed to have agreed to these Terms by using this Service.

## 2. Changes to these Terms

TMH reserves the right to change these terms as necessary. In case TMH changes the terms, TMH shall notify the user, who shall be deemed to have agreed to the modification, revisions, or changes of this agreement. TMH is not

responsible for any damages caused to users due to modification, revisions or changes to these terms.

## Article 4 Member ID Registration and User Information

### 1. Registration

Registration of your member ID should be conducted by yourself.

TMH may issue IDs and corresponding passwords to members on This Site.

You should enter accurate information for registering a member ID.

There is no ID compatibility with the EC site LAYLA operated by TMH.

### 2. Multiple Registrations Prohibition

Anyone who intends to register a member ID (hereinafter collectively referred to as "User") shall not register multiple member IDs.

### 3. Registration Rejection

TMH may not approve an application for member ID registration in case any of the following items apply:

1. In the case of violation of Paragraph 2 of this article.
2. In case you have received a disposition such as suspension of use from TMH due to violation of this agreement, etc. in the past.
3. In case the registered information contains inaccurate or false information.
4. In case TMH determines that there is a risk of obstructing or interfering with the operation or provision of services of TMH or the use of other users.
5. In case the user is a criminal organization, member of a criminal organization, ex-criminal organization member who has not been member for less than 5 years, criminal organization associate, company related to organized crime, 'sokaiya' shareholder racketeer, engaging in criminal activities under the pretext of conducting social or political activities, crime group specialized in intellectual crimes, terrorist, etc., designated as a target of economic sanctions by the Japanese government or a foreign government (hereinafter referred to as "a member of a criminal organization"), cohabitating with a member of a criminal organization, any other person or group equivalent found to be equivalent (hereinafter

referred to as ‘anti-social forces, etc.’”), or in case found to be involved with anti-social forces etc., such as being an officer or employee of a company that is involved in anti-social forces, etc..

6. Other cases where TMH determines that there is inappropriate use.

#### 4. User Commitment

On a process of registering a member ID, the user promises not to fall under category of anti-social forces, etc. and shall not in the future, and by themselves or using a third party, perform violent demands, unreasonable demands beyond legal responsibility, acts threatening behavior or using violence in relation to transactions, spreading rumors, acts that damage TMH’s reputation or interfere with TMH’s business by using fraudulent means or force, or any other equivalent acts to the above.

#### 5. Changes to User Registration Details

In case there are any changes to the details of a user’s registered information, the user shall update it immediately, and is responsible for managing and correcting the registered content so that the user’s own accurate information is always registered. In case there is a change in the registered content, but the change is not made, TMH may treat it as if there was no change in the registered content. Even if a change is notified, transactions and various procedures conducted before the change registration may rely on the information before the change.

#### 6. TMH’s Disclaimer

TMH is not responsible for any damage caused by user registration, changes in registered content, or by disapproval of user registration by TMH.

#### 7. Management of User Information

Users are responsible for managing their own member IDs, passwords, registered email addresses, etc. (hereinafter referred to as “User Information”). The user shall not allow a third party to use the user information, or dispose of it in any form, such as transfer, sale, pledge, lending, leasing, etc.

#### 8. Unauthorized Use of User Information

The user shall be responsible for damages caused by information leakage due to insufficient management of user information, erroneous use, use by a third party, unauthorized access, etc., and TMH shall not be held responsible. In addition, in

case TMH suffers damage due to the unauthorized use of user information, the user shall compensate for such damage.

#### 9. Leakage of User Information

In case User Information is leaked to a third party, or in case there is a risk of such, the user shall promptly contact TMH. In addition, in case there is an instruction from TMH at that time, the user shall comply.

## **Article 5 Cancellation of Member ID Registration, etc.**

#### 1. Cancellation of Member ID Registration, Suspension of Use, etc.

In case the user falls under any of the following items, or in case TMH determines that the user falls under any of the following items, TMH may cancel the member ID registration or deny access to all or part of the Service without prior notice, or suspend use of the Service, etc. Alternatively, TMH may take measures to delete all or part of the content and information related to the user. In this case, TMH shall not be obliged to explain the reason for suspension of use., etc.. In addition, to confirm that the user does not fall under any of the following items, TMH may perform identity verification that TMH deems necessary, and TMH may deny access to all or part of this Service, or suspend use, until the confirmation is completed.

1. In the event of violation of laws and regulations or these terms
2. In the event of cheating
3. In the event TMH determines the registered information is false
4. In the event of failure to follow the procedures required under these terms or to contact us
5. In the event of registered information overlapping with an existing registration
6. In the event the registered phone number or e-mail address are unreachable
7. In the event the user falls into a state of insolvency, suspension of payments, or inability to make payments
8. In the event of unreasonable inconvenience to other users or third parties

9. In the event it is determined there is an illegality, inappropriateness, or other problem with the account of the registered financial institution, as indicated by said financial institution, etc.
10. In the event of cases falling under any items of Article 4 Paragraph 3
11. In the event the user themselves or a third party commits violent demands, unreasonable demands beyond legal responsibility, acts of threatening behavior or uses violence, spreads rumors, uses fraudulent means, or uses force to damage credibility or interfere with business
12. In the events TMH otherwise determines the user is not suitable

#### 2. Prohibition of Use of Service, etc.

TMH reserve the right to prohibit the use and access of services provided by TMH in the future for users who have breached the measures of this article.

#### 3. TMH' s Disclaimer

TMH shall not be held responsible for any damage caused by the measures in this article.

## **Article 6 User Subscription Withdrawal**

#### 1. Procedure for withdrawal

The user may inquire to TMH with their request to withdraw membership, and may withdraw membership in case it is approved by TMH. However, in case there are unfinished transaction settlements or transaction procedures, it is not possible to withdraw membership, and the user shall proceed smoothly without delay in accordance with these terms and complete the series of unfinished transactions, and then shall notify TMH.

#### 2. Invalidation, etc.

Regarding the money, etc. that the user was supposed to pay at the time the user wishes to withdraw, TMH may withhold payment at TMH' s discretion, such as in the event that the payment is difficult for the user.

#### 3. TMH' s Disclaimer

TMH shall not be held responsible for any damage caused to the withdrawing member due to the measures in this article.

## **Article 7 Handling of Personal Information, etc.**

#### 1. Privacy Policy

TMH handles personal information, etc. in accordance with these terms.

#### 2. Privacy Policy Consent

Before using or browsing this Service, the user shall be sure to confirm the privacy policy on this service and agree to its contents before using this Service.

#### 3. User Usage

Users may use personal information, etc. obtained through this Service only within the scope of the use of this Service, and shall not use it for any other purpose.

#### 4. Purpose of Use

TMH shall be able to use personal information, etc. that TMH acquires for the purposes set forth in the following items.

1. Use to the extent necessary for the provision of this Service
2. Use for notification of matters necessary for operation
3. Use in questionnaire surveys and analysis for quality control and convenience improvements
4. Use for responding to inquiries regarding this Service
5. Use for contacting or providing additional support regarding operational matters
6. Unauthorized use in the operation of this Service and use in solving other problems
7. Use for system maintenance or improvement of defects
8. Other purposes specified in the privacy policy

#### 5. Deposit or Provision to a Third Party

TMH shall not disclose personal information, etc. to a third party without obtaining the prior consent of the user, except for a case required by law or as specified in the following items.

1. In the event it is necessary to carry out a sales contract
2. In the event personal information is provided to a successor of a business due to a merger or other reasons.

3. In the event TMH determines that disclosure is necessary in order to resolve a dispute with a third party
  4. Other cases specified in the privacy policy
6. User Requests for Corrections, etc.
- TMH may take appropriate measures such as correcting, deleting, or suspending the use of personal information, etc. that users have entered into this Service after confirming the true details in accordance with relevant laws and regulations.

## Article 8 Prohibited Matters

TMH prohibits the use of this Service by users and third parties and all related actions (hereinafter referred to as “Prohibited Items”) that TMH determines to fall under each of the following items. Users are obliged to always check the latest content when using this Service as the following prohibited items may be added and modified as appropriate by TMH.

1. Acts that violate laws and regulations or these terms
2. Inappropriate conduct in light of the spirit of these terms
3. Acts that violate public morals or encourage violations
4. Interfering with the operation of TMH’s service
5. The act of bidding without intending to purchase
6. The act of cancelling a bid
7. The act of cancelling the purchase of a product, etc. that has been successfully bid on
8. Impersonate someone other than yourself
9. Using TMH’s services by using the user credentials of other users
10. Acts that infringe or may infringe the copyrights or other rights of TMH or other users
11. Violating the privacy of other users, defaming their reputation, or causing mental damage
12. Sending or posting the personal information of the user or other users (all contact information including real name, address, e-mail address and telephone number) outside of the procedures prescribed by TMH
13. Cause economic damage to TMH or other users



14. Damage to the life or body of other users
15. Actions that may cause inconvenience or discomfort to other users
16. Actions that may cause disputes with other users
17. Acts of falsifying or erasing information of other users, third parties or TMH
18. Actions that promote ethnic discrimination or racial discrimination, or acts that lead to such discrimination
19. Actions that TMH deems unacceptable from an ethical standpoint
20. Use of all or part of any service, content, information, system, function, program, etc. provided by TMH for commercial purposes outside TMH's services without prior written permission from TMH
21. Acts aimed at commercial advertising and publicity
22. Posting links to websites or resources not operated by TMH
23. Engaging in solicitation activities, etc.
24. Any act related to an election campaign
25. Acts that adversely affect the functions of computer equipment, communication lines, software, etc., such as transmitting computer viruses
26. Adversely affecting the servers and networks connected to the services provided by TMH
27. Unauthorized access to any system related to the provision of services by TMH
28. Accessing the service using methods other than the interface provided by TMH
29. Actions that take advantage of security holes, errors, bugs, etc. in systems or software related to TMH's website
30. Acts of deciphering systems, software, protocols, etc. related to TMH's website by means of reverse engineering or disassembly, acts of falsifying or modifying these, and acts of duplicating or making secondary use of them
31. Directly offering transactions to other users on LAYLA-Auction
32. Other acts that TMH deems inappropriate

## **Article 9 Listing of Products**

### **1. Listing procedures**

Listing for the auction should be created by TMH. Users acknowledge and agree that the products to be listed are products that TMH has been commissioned to

sell, and TMH has not acquired the ownership of the products at the time of listing.

## 2. Classification of Listed Products

In the auction, bid items are handled in the following categories.

1. Individual semiconductor manufacturing equipment
2. Line (all equipment of the existing semiconductor manufacturing line scheduled for dismantling)
3. Bulk parts and auxiliary materials (consumables)

## 3. Product Description. etc.

The product information may not be completed immediately after it is listed for auction. Product information, including inquiries from users, shall be updated at any time at TMH's discretion.

# Article 10 Product Bidding

## 1. Entry Eligibility

This site is operated for members only. You shall register your member ID with TMH in advance to participate in or bid on an auction.

## 3. Intention to Bid, etc.

Users shall not place bids that appear to be hoaxes, such as bids that do not intend to win.

## 4. Equipment Warranty and Risk

1. All products are described as "as is." Users owe their responsibility to check the photos themselves.
2. "Condition" is a public assessment based on the standards set by TMH. In case users have any questions, users may contact TMH before bidding.
3. "Detailed pictures of equipment" are taken so that the condition can be seen as much as possible, but they do not cover all parts, potentially including overlooked defects. In case users have any concerns, users may contact TMH before bidding.
4. As a general rule, the successful bidder shall be responsible for repair costs after a successful bid.

5. Bidding format

TMH shall determine following bidding formats for each bidding events and TMH shall held the bidding event.

Bid format

Closed format

6. Bidding Period

The bidding period is based on the time in TMH' s server.

In case the bid data does not reach TMH' s server by the end of the bid period, the bid shall be invalid.

Users shall comply with this decision regarding the validity or invalidity of bids, and TMH shall not respond to any inquiries regarding these.

TMH reserves the right to change the bidding period as it deems appropriate.

7. Superiority and Inferiority of Bids

In case multiple bids are submitted for the same amount, TMH may treat the one with the earliest bid time as the higher bid.

8. Withdrawal of Bids

TMH refuse to withdraw bids.

9. Right to Not Bid and Termination of Contract

TMH reserve the right to "revoke bids" and "cancel contracts" at any time.

10. TMH' s Disclaimer

Vintage, serial number, configuration, etc. are taken from the sales consignment source. TMH shall not be responsible for their contents. In addition, TMH shall not be held responsible for any damage caused to the users or a third party due to the user's bidding.

## Article 11 Winning Bids on Products

1. Determination of Successful Bidder

The auction may end when the bidding period expires and the highest bidder at that time may be the Successful Bidder.

## 2. Reservation of Rights to the Next Highest Bidder

At the end of the bidding period, the bidder with the next highest bid may be the next highest bidder.

TMH reserve the right to advance to the next highest bidder within 14 days after the Successful Bidder wins.

The next bidder shall not waive the right to become an early successful bidder reserved by TMH, or transfer, provide collateral, or otherwise dispose of it to a third party.

# Article 12 Payment and Execution of Transactions

## 1. Conclusion of Sales Contract

In this Service, the listing of the product in TMH's auction constitutes an application for a sales contract for the product in question, and the user's successful bid constitutes acceptance of the sales contract, and the sales contract is concluded between TMH and a Successful Bidder at the time of auction deadline. After the auction ends, the Successful Bidder may receive a "successful bid notification" by e-mail, and an "invoice" and "confirmation" by mail. The successful bidder shall not transfer, provide collateral, or otherwise dispose of the rights and obligations arising under the sales contract to a third party.

## 2. Advancement to the Next Highest Bidder

In case payment of the successful bid price, etc. is not confirmed by the successful bidder after 14 days have passed since the successful bidder made a successful bid, the sales contract between TMH and the successful bidder may automatically be cancelled and the next highest bidder may automatically become the Successful Bidder, and a sales contract may be concluded with TMH at the next highest bid amount. In this case, TMH may promptly send an "advancement to successful bid notification" by e-mail to the next highest bidder who has been advanced to the Successful Bidder after the above number of days have passed, and with this, the sales contract may be concluded. In addition, an "invoice" and "confirmation" may be sent by mail.

The advanced Successful Bidder shall not transfer, provide collateral, or otherwise dispose of the rights and obligations arising under the sales contract to a third party.

3. Payment Procedures and Due Dates

Payment shall be made after the conclusion of the sales contract and, in principle, before delivery of the product. The details of the payment procedure and the payment date shall be notified to the Successful Bidder (hereinafter, unless otherwise specified, including the advanced successful bidder) by means of an invoice.

4. Timing of product delivery

The delivery time of the product may vary depending on the condition of the product and the shipping conditions. It shall be adjusted after a successful bid.

5. Dismantle / Transport / Delivery

After the delivery time of the product is determined, the Successful Bidder shall arrange dismantling, transport, and delivery of the product by themselves and complete it within the period.

6. Legal Compliance

The Successful Bidder shall comply with foreign exchange and foreign trade laws, the U.S. export control regulations, and other relevant laws and regulations in Japan and overseas with their own investigation and responsibility regarding the export and other handling of the product, and when selling or transferring the product to a third party, or when exporting or licensing, etc., the third party shall comply with these laws and regulations.

7. Investigations and Reports

At the time of and/or after the conclusion of the sales contract, TMH may investigate or request reports on the Successful Bidder regarding matters necessary for compliance with foreign exchange and foreign trade laws, US export control regulations and other related laws and regulations in Japan and overseas and other related matters. In this case, the successful bidder shall comply these investigations or reports.

8. Cancellation

The Successful Bidder of this Service shall not cancel a winning bid for the product due to their own reasons.

Also, the Bidder of this Service shall not withdraw a bid after making the bid.

Provided that TMH may cancel the bid regardless of the bidding status in case that TMH decided to cancel the listed product.

9. Non-Payment, Delayed Payment, etc.

1. In case the Successful Bidder fails to pay the successful bid price, etc. for the product by the specified deadline, the sales contract between TMH and the Successful Bidder shall be automatically terminated after the same deadline has passed.
2. In case the Successful Bidder does not pay the winning bid price, etc. for the product by the specified deadline, the Successful Bidder shall pay 20% of the winning bid price in case the winning bid price is less than 100 million yen. In the event the winning bid price is 100 million yen or more, the Successful Bidder shall also pay a penalty equivalent to 10% of the amount 100 million yen. In addition, in case damages exceeding the penalty amount are caused to TMH, TMH shall be able to separately claim compensation for damages against the Successful Bidder.
3. In the event the necessary payment is not made or delayed in accordance with these terms, TMH may suspend the user's use of the Service without notifying the user, and TMH shall be able to take measures as specified in article 5.
4. In case there are outstanding payment obligations, TMH may entrust the collection of the outstanding payment obligations to a third party.
5. In case the Successful Bidder fails to pay the payment obligation by the payment date, TMH may claim late payment charges at an annual rate of 14.6% from the successful bidder.

10. Termination of Sales Contract

Even if a sales contract has been concluded, in case the consignor does not comply with delivery or dismantling, in case it is unable to fulfill its obligations due to problems with import and export regulations, or in case it is deemed necessary by TMH, TMH shall be able to cancel or terminate the sales contract. In this event, TMH shall not be held responsible for any damages caused to the user.

#### 11. Auction Failure

In case the sales contract is automatically cancelled due to non-payment of the advanced Successful Bidder, in case TMH cancels the sales contract based on the preceding paragraph, or in case TMH deems it necessary, the auction shall fail.

#### 12. TMH's Disclaimer

TMH shall not be held responsible for any damages caused to the user during payment, product delivery, dismantling, loading, transportation, export or other handling, or auction failure.

## Article 13 Fees

The Successful Bidder shall pay to TMH the amount obtained by multiplying the winning bid price for which the sales contract is concluded by a rate of 3% as the usage fee for this Service.

The fees stipulated in this Article shall not be refunded for any reason.

## Article 14 Transition to Other Services

#### 1. Transition to External Service

During the use of the Service by the user, the Service may transmit the page to another service operated by TMH's group or a third party from the service (hereafter "External Service"). The user shall acknowledge and agree in advance of the above transition and shall comply with the Terms and the terms of use of the External Service, etc. in using the Service and the External Service.

#### 2. Terms of use of External Service, etc.

The User who continued use of the Service after page transition to the External Service shall be deemed to have agreed to the terms of use of the External Service. TMH shall not make any guaranty for the External Service and shall not be liable for any damage (including but not limited to consequential or indirect damage) caused by the use of External Service by User and a third party.

## **Article 15 Discontinuation, Termination and Change of the Service**

### **1. Discontinuation of the Service**

TMH may temporarily discontinue all or part of the Service without prior notice to the User in the event of any of the following. In such case, TMH shall not be liable for any damage (including but not limited to consequential or indirect damage) caused to the User if any.

1. In the event that the Service cannot be provided due to failure or trouble of the server, communication line, and other equipment or any other reason
2. In the event of a periodical or emergency maintenance, inspection, repair, and change of the system (including the server, communication line, power supplies and the building to store them, etc.)
3. In the event that the Service cannot be provided due to fire, blackout, etc.
4. In the event that the Service cannot be provided due to natural disasters such as earthquake, eruption, flood, tsunami, etc.
5. In the event that the Service cannot be provided due to war, disturbance, riot, mayhem, labor dispute, etc. or another force majeure
6. In the event that the Service cannot be provided due to the laws or measures thereunder
7. In the event that TMH considers it necessary to temporarily discontinue the Service for the operational or technical purposes

### **2. Termination and Change of the Service**

TMH may terminate or change all or part of the Service at any time with any reason at its sole discretion without prior notice to the User. Any uncompleted transaction at the time of termination of the Service may be invalidated at TMH's sole discretion.

TMH shall not be liable for any damage (including but not limited to consequential or indirect damage) caused to the User and a third party due to termination and change of the Service in the previous clause.

## **Article 16 Intellectual Property Rights and Contents**



## 1. Attribution of Intellectual Property Rights

The rights concerning all the materials constituting the Service shall belong to TMH or the third party holding such rights. The User shall not acquire any rights concerning all the materials of the Service and shall not conduct any act infringing all the intellectual property rights including the property right, copyright, and the rights concerning the Contents material such as portrait right, publicity right, etc. without permission of the right holder. Permission for use of the Service hereunder shall not mean the permission for use of rights of TMH or the third party holding such rights concerning the Service.

## 2. Use by TMH

Photos, videos, information, etc. of the listed product posted by the Seller may be freely used by TMH or the person designated by TMH for the purpose of advertisement, operation, research and development, and presentation, etc. of the Service.

## 3. Liabilities for Contents

All the liabilities for the Contents transmitted or posted by the User, etc. in relation to the Service shall be borne by such User, etc. and TMH shall not confirm such content, quality, accuracy, credibility, legality, novelty, usability, etc. TMH shall not make any guaranty and shall not be liable therefor.

## 4. Description of Contents, etc.

The User, etc. is required to judge by her/himself the content, quality, accuracy, credibility, legality, novelty, usability, etc. of the Contents transmitted or posted by other Users, etc. TMH shall not be liable for any damage (including but not limited to consequential or indirect damage) arising from the use of TMH's Contents by the User, etc. and a third party.

## 5. Backup

TMH shall not be obligated to back up the Contents. The User shall make a backup of the Contents of her/his cost and responsibility if necessary.

## 6. Change and Deletion of Contents

TMH may change and delete any of the Contents posted by the User without prior notice in the event that TMH considers that the User breached the Terms or conducted inappropriate act in consideration of the spirit of the Terms.

## **Article 17 User's Liabilities and Connection Environment, etc.**

### **1. Preparation of Necessary Device, etc.**

The User shall at its own expense and liability prepare and maintain a computer, smartphone, other devices, software, communication line and another communication environment, etc. necessary for receiving provision of the Service. In addition, installation and operation of such device, software, communication environment, etc. shall be done at the User's expense and responsibility. TMH shall not guarantee that the Service is compatible with all devices, etc. and shall not engage in any of preparation, installation, and operation of the devices, etc. and shall not give any support to the User.

### **2. Network via which the Service goes, etc.**

The User shall acknowledge and agree that using the Service may go via various networks and shall acknowledge and agree that in order to connect and go via them, the content of data and signal, etc. may be changed depending on the network and device, etc. to which the Service is connected, and TMH shall not be liable for any such change thereof.

### **3. Conclusion of procedures**

As for the procedures related to the Service such as entering, Product Listing, purchase, withdrawal and other procedures done by the User via the Internet line, at the time when the data concerning such procedures is transmitted to TMH's server and the content of such procedures is reflected in TMH's system, such procedures shall be deemed effective.

### **4. Resolution of Trouble**

The Users shall at their own expense and responsibility of each resolve any trouble arising between the Users, or between the User and a third party concerning the Service (including trouble occurred on the condition that the Service shall be used in the future) and TMH shall not bear any liability. Any trouble shall be resolved between the Users, or between the User and a third party and any damage incurred by TMH due to such trouble shall be

compensated jointly and severally by the Users, or between the User and a third party.

#### 5. Resolution of a Dispute with a Third Party

In the event of any dispute including any troubles such as a lawsuit, complaint, claim, etc. occurs between the User and the third party in relation to the Service, it shall be resolved at the expense of responsibility of each User, and TMH shall not be liable for any such dispute. The User shall jointly and severally compensate all the cost and compensation money including attorney fee arising in handling such dispute.

## **Article 18 Non-Guarantee and Disclaimer**

#### 1. Non-Guarantee for the Content, etc.

TMH shall not guarantee any of the content, quality, and level of the Service, stability of the provision of the Service, or the result, etc. from the use of the Service.

#### 2. TMH's Disclaimer

TMH shall not be liable for any damage (including but not limited to consequential or indirect damage) caused to the User and a third party arising from any inaccurate, inappropriate, obscure content, expression, and act, etc. in use of the Service, regardless of deliberate or negligence.

#### 3. Non-Guarantee of Advice, etc.

TMH may provide the User, etc. with information and advice as necessary, however TMH shall not be liable therefore. TMH shall not guarantee the accuracy or usability of such advice and information provision.

#### 4. Non-Guarantee Concerning Computer Virus, etc.

TMH shall not guarantee that the Contents related to the Service is free from any computer virus, etc. or hazardous matters. TMH shall not be liable for any damage (including but not limited to consequential or indirect damage) caused to the User and a third party due to the computer virus, etc. and hazardous matters included in the Contents related to the Service.

#### 5. Disclaimer Concerning Devices, etc.

TMH shall not be liable for any damage (including but not limited to consequential or indirect damage) caused to the User or a third party due to the device, communication line, software, etc. used by the User.

6. Disclaimer concerning communication failure, etc.

TMH shall not be liable for any of incapability to access to the Service, trouble in the User's computer, an occurrence of an error, bug, etc., trouble in the computer, system, communication line, etc. related to the Service.

7. Disclaimer Related to Other Websites

TMH shall not be liable for any damage (including but not limited to consequential or indirect damage) occurring in the linked website which its URL was entered by the User.

## **Article 19 Compensation**

1. User's Liabilities and TMH's Disclaimer

In the event that the User breaches the Terms, such User shall be entirely and solely liable for the User and third party damaged by such breach including compensation regardless of intention or negligence. In the event that TMH incurs any damage due to such breaching act of the Users, the Users shall jointly and severally compensate such damage.

2. TMH's Liability Related to Damage

TMH shall not be liable to compensate any damage (including but not limited to consequential or indirect damage) incurred by the User due to suspension, termination or change of provision of the Service, cancellation of the User Sign Up, deletion or loss of the Contents, data loss or device breakdown by use of the Service, etc. by TMH and other damage concerning the Service. Even in the case that TMH bears the damage liability for the User regardless of this clause and other stipulation disclaiming TMH's damage liability due to application of the Consumer Contract Act or other reason, TMH's liability shall be limited to the direct and normal damage actually occurring and incurred by the User, excluding consequential or indirect damage, due to default or tortious act by TMH's negligence (excluding gross negligence) and TMH's maximum liability to the User shall be limited to the total amount paid by the User to TMH under this Terms of Service.

## Article 20 General Provisions

### 1. Notification

1. Any notification and contact from TMH to the User concerning the Service shall be given by posting in the appropriate place on the website or application operated by TMH, and otherwise in the manner considered by TMH as appropriate. TMH may notify and contact by using the messaging function, e-mail, mail or telephone, etc. to the e-mail address, address or telephone number of the User information if considered by TMH as necessary to notify and contact User. TMH shall not be liable for any damage (including but not limited to consequential or indirect damage) due to non-arrival of notification and contact from TMH or delay thereof.
2. The User shall use the inquiry form of the Service when in need of making notification, contact or inquiry for TMH, no one but the person permitted by TMH may call or visit TMH. TMH may confirm the User's identification in the manner stipulated by TMH when such contact or inquiry is made. The responding manner considered by TMH as appropriate may be used for response to the inquiry, and such responding manner should not be determined by the User.

### 2. Prohibition of Assignment

The User shall not, to any third party, assign, transfer, provide protection of, lease or otherwise dispose of the contractual status hereunder or rights or obligations hereunder without TMH's prior written consent.

### 3. Business Transfer

In the case that TMH transfers the business concerning the Service (including business transfer, corporate divestiture, and all other cases where the Service is transferred) to a third party, TMH may assign to the assignee of such business the User's contractual status hereunder, rights and obligations hereunder, and information registered for User Sign Up and other information for such business transfer and the User shall be deemed to have consented to such assignment in advance.

### 4. Severability

Although any provision or part thereof is considered as invalid by the Consumer Contract Act and other laws, the remaining provisions hereof and the remaining part of such provision of which part is considered as invalid shall continue to effectively survive, and such provision considered as invalid or part thereof shall be revised to the extent necessary to make it effective and it shall be interpreted that the purport of such provision considered as invalid or part thereof can be secured with the legally and economically same effect to the maximum.

5. Matters not Stipulated, etc.

The User shall conform to stipulation by TMH for any matters not stipulated herein or any doubt arising from interpretation hereof. In case not resolved thereby, TMH and the User shall immediately endeavor to resolve the above upon discussion in accordance with the principle of good faith and trust.

6. Controlling Language

This Terms and Service is made in Japanese and the Japanese text is the original.. English translation of the Terms and Service may be made for reference, however, the original text in Japanese shall only be in force as a contract and the English translation shall in no way be in force.

7. Governing Law and Jurisdiction

The Terms shall be interpreted under the laws of Japan, and the Tokyo Summary Court or the Tokyo District Court shall have exclusive primary jurisdiction of the first instance with respect to any dispute arising between the User and TMH depending on such content.

Instituted March 1, 2023