

## Article 1 (Definitions)

The information website ([www.tokudaw.com](http://www.tokudaw.com)) and all related services and features including email subscription and delivery; information on cultural experiences; information on providers of cultural experiences; and planning, arrangement and sales pertaining to travel and events (hereinafter referred to as the "Service") provided by TokudAw Inc., (hereinafter referred to as the "Company").

The customer (hereinafter referred to as the "Customer") refers to an individual, corporation, or organization that, upon approval of this Terms of Service Agreement and Privacy Policy (hereinafter collectively referred to as the "Agreement"), has registered for use of the Service via procedures prescribed by the Company or who has been approved by the Company to use the Service.

## Article 2 (Provision of Services)

1. The Service publishes information and event details on cultural experiences organized by the Company, provides culture-related information, and provides planning, arrangement and sales services pertaining to travel and events.
2. In providing the Service, the Company shall be able to attach or insert advertisements to emails delivered to the customer.

## Article 3 (Change of Service Content)

The Company may, without prior notice to the customer, change or discontinue contents of the Service. In addition, the Company may, through notifying the customer via website, email, or other means within a set notice period, suspend or terminate the entire Service.

## Article 4 (Prohibited Behavior)

The Company shall prohibit the following acts by the customer during use of the Service and, should the Company determine that the customer is in violation of this Agreement, will immediately render the customer

ineligible to partake in the Service and may terminate or suspend provision of the Service.

1. Act of registering information that is false or of another person
2. Act that is or may potentially be criminal, or contrary to public order and standards of decency
3. Act in violation of this Agreement, laws and regulations, or other agreements
4. Act in violation of copyright, portrait rights, or other intellectual property rights of the Company, other customers, or third parties
5. Act to defame other customers or third parties
6. Act to disadvantage other customers or third parties
7. Act of sending the Company information, etc. while impersonating someone else
8. Act of sending or posting harmful computer programs, etc.
9. Act of lending, transferring, reselling the password to third parties, or the act of sharing the password with third parties
10. Act of completing multiple membership registrations
11. Act of solicitation to organizations, services, and activities that the Company deems irrelevant to the Service
12. Belonging to or being related to anti-social forces or organizations engaged in anti-social activities
13. On the basis of the information that has been posted on the Service, direct business transactions between customers without passing through the Service
14. Act of releasing information of another customer learned through the Service to third parties, or using the information for purposes other than the use of the Service, without explicit consent from the customer
15. Other acts determined by the Company to be similar to the above-mentioned acts, or acts for which, at the Company's discretion,

termination/suspension of Service for the customer is deemed an appropriate measure

#### Article 5 (Use of Customer Information)

1. Registration information will be used by the Company in the provision of services to customers within the Service and for authentication to access customer services.
2. Upon completion of registration, customers are deemed to permit the receipt of emails and display of information to be received in partaking of the Service.
3. The Company may collect and use various statistical data based on the information submitted by customers. The Company may also conduct customer surveys and collect feedback from customers.
4. The Company reserves copyright on the opinions and information posted or emailed by customers within the Service and, upon processing the data so that individuals cannot be identified, may publish them in magazine articles, etc.

#### Article 6 (Disclosure, Modification, Deletion, etc. of Application Information)

The Company will respond to requests of disclosure or removal of own personal information by customers after verification that the requestor is the customer, via verifying registration information or other method appropriate to the situation. If incorrect information is discovered as a result of the disclosure and correction is requested, the Company will first verify that the requestor is the customer, via a method appropriate to the situation, before responding to the request.

#### Article 7 (Responsibility)

1. The Company shall not be responsible for any damages incurred by customers or third parties in the use of the Service, nor obligated to compensate for any damages, as long as there is no

intentional or gross negligence on the part of the Company. In addition, in the case that the Company undertakes responsibility, the responsibility is limited to ordinary and direct damages and the Company will not assume responsibility for any damages or lost profit resulting from unforeseen circumstances or for any indirect damages.

2. Various information provided to the customer in the Service is provided under the responsibility of a third party, and the customer shall understand that the Company does not guarantee the content and shall assume own responsibility for the judgment and use of the various services and information.
3. In provision of the Service, the Company shall not guarantee absence of failure/errors/obstruction, accuracy of information etc. obtained through the Service, nor customer satisfaction for the services, information provided through the Service, or duration of publication of services.

#### Article 8 (Viruses, etc.)

1. The Company shall not undertake responsibility for any damage caused by viruses that cannot be prevented by the average anti-virus product, damage caused by natural disasters, nor damage caused by means outside of our responsibility (hereinafter referred to as "uncontrollable circumstances").
2. The Company shall not guarantee that data related to the Service will be protected from erasure or change due to viruses or other uncontrollable circumstances, and the customer shall take responsibility for the storage of the data.

#### Article 9 (Amendment and Approval)

The Company reserves the right to change, add, and delete content of this Agreement at any time, without obtaining the approval of customers, and shall deem publication of the Agreement as the notice to and acknowledgment from the customer of this right.

## Article 10 (Governing Law and Jurisdiction)

The Agreement is governed by the laws of Japan and any dispute related to its terms is under the exclusive jurisdiction of the Tokyo District Court or Tokyo Summary Court.

## Article 11 (Business Hours and After Hours Support)

Business hours for the Service are Monday through Friday, 10:30 a.m. - 6:30 p.m. Japan Standard Time (closed on weekends and national holidays, as well as year-end holidays (12/30 - 1/5)), and all non-interactive communication outside business hours are deemed to have been received on the next business day. (Includes communication regarding transactions, such as termination of contract.)

## PERSONAL INFORMATION

Personal information is defined as information about an individual, constituted by name, address, telephone number, email address, and other information via which the Customer can be identified. It includes information via which the Customer cannot readily be identified, but which can be used along with other information to identify an individual Customer.

## PURPOSE OF PERSONAL INFORMATION USE

Personal information of registered Customers will be used to the extent necessary in achieving the following purposes:

1. Authentication of and provision of service to registered Customer.

2. Provision via email, postal mail, or telephone, of information regarding cultural experiences hosted by partner subcontractors and various other information.
3. Storage of temporary backup data for the operation and management of the Service.
4. Application management of, communication with, and delivery for respondees to various campaigns and customer surveys.
5. Research, verification, etc. to safely operate the Service.
6. Response to comments, inquiries, etc. regarding the Service.
7. Response to inquiries, requests, etc. regarding the Service.
8. Delivery of important notifications, such as regarding changes to the terms and conditions of the Agreement.
9. Other purposes associated with the above-mentioned purposes.

※If personal information is not correctly registered, the customer may be unable to receive various services.

※In cases where personal information has been shared with other companies with the consent of the customer, the personal information is managed in accordance with the privacy policy of the respective companies. Please contact the respective companies for details regarding their privacy policy.

## MANAGEMENT OF PERSONAL INFORMATION

### 1. Disclosure to third parties

The Company will take all possible measures to manage the personal information of the Customer, and shall not disclose personal information to third parties without customer consent. However, in the following cases, the Company is exempt from this obligation.

I . If the Customer chose to disclose of their own volition their personal information to a select company.

II . If a person is unexpectedly identified as the Customer via the personal information the Customer initially registered with the Service.

III . In the case that the Customer is determined by the Company to inflict detriment to the Company or third parties, etc., if notifying third parties, police authorities, etc., or if those institutions or other institutions with similar authority request disclosure.

IV . If personal information is passed in the case of succession of the business due to a merger involving the Company or other reason.

## 2. Safety Measures for Personal Information

The Company will aim to ensure the safety and accuracy of personal information through placing appropriate preventive measures against risks such as unauthorized access to personal information, loss of personal information, damage, tampering, and leakage. In addition, if by any chance a problem occurs, along with efforts to minimize the damage, the Company will swiftly conduct corrective measures.

## 3. For In-house Management of Personal Information

The Company will establish a system for the adequate protection and management of personal information and will establish and observe internal rules on the appropriate obtainment, use, and provision of personal information. In addition, to protect the safety of your personal information, the Company will distribute privacy and safety guidelines to employees and will be thorough with in-house privacy protection measures. Further, to properly maintain protection of personal information, the Company will establish a personal information protection management system, conduct regular audit of the operation status, and strive for continuous improvement.

## 4. Consignment of Personal Information

The Company may, within the scope of providing the Service, outsource all or part of the handling of personal information under strict examination, management, and supervision by the Company. Those that receive personal information in this outsource will not be considered a third party. In consignment, the Company will select a vendor whose level of protection of personal information meets the safety standards that the Company sets and will properly manage and supervise the vendor.

#### 5. Compliance with laws and regulations

The Company will comply with laws and regulations, guidelines set by the country, and other standards regarding the handling of personal information.

6. Personal Information Management Officer and Contact Information for inquiries related to Personal Information (Notification of the purpose of use of personal information; disclosure, correction, addition, and deletion of personal information; suspension of use and third-party provision of personal information)