

THE FUJITA MEMBERS App Terms of Service

Article 1 About these Terms of Service

1. THE FUJITA MEMBERS App Terms of Service (“TOS”) stipulates terms of use of THE FUJITA MEMBERS App (“App”) operated and provided by Fujita Kanko Inc. (“Company”) and the handling of information acquired.
2. The App can only be used by a person who is registered as a member in accordance with THE FUJITA MEMBERS Membership Agreement (“Membership Agreement”). The person who accepts the matters provided in the TOS and uses the App shall be referred to as the “App User.”
3. The App User shall always check the latest TOS from the App menu.
4. For matters not provided in the TOS, the Membership Agreement shall be applicable. You may check the Membership Agreement from the URL below.

<https://the-fujita-members.fujita-kanko.co.jp/en/terms>

Article 2 License

1. The Company shall grant license to the App User to download and use the App on a mobile terminal device such as a smartphone in the possession of the App User (“mobile device”) under the terms and conditions provided in the TOS.
2. In use of the App, a proper terminal and supplies shall be prepared at the responsibility of the App User, and the App User shall bear the communications cost, etc.
3. The App User may use the App only for the purpose of individual use. Commercial use, assignment or lending of license, sublicensing, alteration, reproduction or distribution, etc. of the App shall be prohibited.

Article 3 Service Specifics

1. The Company shall provide the services of THE FUJITA MEMBERS Member Program (“Services”) to the App User. Details of the Services may be checked from the following URL.

<https://the-fujita-members.fujita-kanko.co.jp/en>

The functionalities of the App may be added to, changed, suspended or discontinued without prior announcement at the discretion of the Company.

Article 4 Copyrights, etc.

1. Copyrights (including the rights set forth in Articles 27 and 28 of the Copyright Act) and any other intellectual property rights relating to the contents provided by the Company to the App Users shall belong to the Company or the service provider that has licensed to the Company (“Service Provider”) in the App. In the case where an App User prejudices the intellectual property rights of the Service Provider or where any lawsuit or other dispute arises out of such prejudice, the App User shall settle the issue at its expense and responsibility and cause no damage or loss to the Company.

2. In some cases trademarks, logos or service marks, etc. (“Trademarks”) are displayed on the App, however, the Company will not assign any rights relating to the Trademarks to the App Users or other third parties or license those to use the Trademarks under the TOS.

Article 5 Acquired Information

1. The Company may acquire the following “User Information” through the App in order to provide the Services for the App User. In addition, please understand in advance that we may not be able to provide appropriate services if you do not give consent regarding provision of various services.
 - (1) Device information such as identifier, OS version, browser type, screen size, etc. of devices used by the App Users
 - (2) Various availability/licensing information (for the purpose of improving the App, fixing bugs, analyzing data, and providing services and information)
 - (3) Push notice tokens
 - (4) Positioning information
2. User Information shall be transferred to server installed by the Company and the Company shall use the same within the scope of the purpose as stated in the preceding paragraph.
3. The Company may provide the User Information to the related transaction partners within the scope of the objectives stated in Paragraph 1, and also may disclose the same to a third party other than those provided above.
4. App Users shall comply with the Privacy Policy separately provided regarding the handling of personal information acquired by the Company in connection with the use of the App. You can check the Privacy Policy from the following URL:
<https://fujita-kanko.com/privacy-policy/>

Article 6 Websites Linked to the App.

Contents of the websites of third parties other than the Company linked to from the App (“Linked Site” are managed respectively at the responsibility of the individual companies, and please use the Linked Sites in accordance with the terms of use provided by the respective sites. The Company shall assume absolutely no liability whatsoever for contents of Linked Sites, and any damage arising from the use thereof.

Article 7 Disclaimer

1. When the App User uses the App, the Company does not warrant the operation on the mobile device, suitability for the mobile device, stability (occurrence of errors, etc., corrections when problems occur, and does not warrant against unauthorized access by third parties, intrusion of computer viruses or other harmful substances, etc. into the App and/or server).
2. Unless there is willful misconduct or gross negligence by the Company, the App shall be used at the responsibility of the App User, and the Company will assume absolutely no liability whatsoever for indemnification for damage or any other matter when the following damage

occurs.

- (1) Damage arising due to use of or incapability of using the contents on the App,
 - (2) Damage due to incident that has occurred due to carelessness of the App User, such as operation or focusing on the screen of the App while driving a car or walking,
 - (3) Disadvantages and damage caused by the addition to, change, correction, deletion, suspension of publication, cancellation of publication, etc. of information and functions disclosed in the App, and disadvantages caused by new restrictions on the use of the App,
 - (4) Damage arising due to use of various information acquired from other websites linked to the App,
 - (5) Disadvantages and damage arising from contamination due to incident of hardware or software, or computer viruses or loss or damage of data due to use of the App,
 - (6) Disadvantages and damage arising from trouble, etc.: among App Users, or between a third party and the App User,
 - (7) Damage arising due to suspension or end of provision of all or part of the App,
 - (8) Disadvantages and damage incurred by the App User due to defect, motion failure, or failure of the App and communications network, and due to a method of use not based on the prescribed method of use,
 - (9) Any other damage due to breach by the App User of the TOS and other special agreements.
3. Unless there is willful misconduct or gross negligence, the liability for damage that the Company assumes to the App User under the TOS shall be up to 10,000 yen, or the total amount of fees paid to various facilities reserved through the App by the App User.

Article 8 Prohibitions

App Users may not conduct the following acts in the use of the App:

1. Use the App by a method other than the prescribed method of use,
2. Use the App for commercial purposes, etc. beyond the scope of personal use,
3. Commit acts to disrupt operation of the App (or server and network connected to the App) and the Services,
4. Collect, disclose or provide personal information of third parties improperly,
5. Infringe or threaten to infringe the intellectual property rights including copyrights, trademark rights, privacy rights, portrait rights, or reputation rights, etc., of the Company or a third party,
6. Commit acts that violate the laws and regulations, public order and morals, or the TOS,
7. Provide benefits or loans, to parties who belong to organized crime groups, parties who are involved in intellectual crimes such as special fraud, or any other parties involved with antisocial forces,
8. Use the App for the purpose of money laundering,
9. Conduct reverse engineering of the App or other systems,
10. Any other act determined inappropriate by the Company.

Article 9 Cancellation of Membership, etc.

When the App User breaches the prohibitions in Article 8, the Company may immediately suspend the use of the App by the relevant App User, as well as cancel THE FUJITA MEMBERS membership.

Article 10 Termination of Use of the App

When the following events arise for the App User, use of the App under the TOS shall be terminated:

1. When suspending the use of the App and then notifying the Company to that effect by the prescribed method,
2. When having lost THE FUJITA MEMBERS membership due to some reason.

Article 11 Temporary Suspension of the App

1. The Company may suspend provision of all or part of the App temporarily without notifying the App User, if any of the following applies. In such instance, even if any damage is incurred by the App User, the Company shall assume no liability to indemnify, except for in the case of willful misconduct or gross negligence by the Company:

- (1) When performing system maintenance, inspections, repairs, or modification of the App and its infrastructure system (“App, etc.”).
- (2) When it becomes impossible to provide the App due to act of God, fire, power outage, turmoil, etc.
- (3) In the event of failure of equipment used for the App, etc., suspension of communications services, or failure.
- (4) When a communications failure occurs due to the mobile device usage environment or other circumstances.
- (5) If the App cannot be provided due to laws and regulations or measures based thereon.
- (6) In any other case where the Company determines it necessary to temporarily suspend the provision of the App for operational or technical reasons.

2. When the Company notifies the App Users of the temporary suspension of the App or gives other notifications, the Company shall notify the App Users to that effect in the manner that the Company deems appropriate. However, this does not apply in the case of emergency or when notification cannot be given due to unavoidable circumstances.

Article 12 Changes to the App

The Company may add to, change or reduce (including collaboration with external content) all or part of the App without obtaining approval from or making prior announcement to the App Users.

Article 13 Termination of the App

The Company may change or terminate provision of the App due to its own reasons without prior announcement to the App Users.

Article 14 Indemnity

When an App User breaches the prohibitions of Article 8, or causes damage to the Company or a third party due to fraudulent, improper or illegal acts, the Company may claim damages against the relevant App User.

Article 15 No Assignment

The App Users may not assign, sell, lend, succeed to, license, encumber the status as App User, rights to use the App or other rights or obligations to a third party or conduct any other disposition thereof.

Article 16 Revision of TOS

1. In any of the following cases, the Company may revise the TOS. In such instance, the Company shall notify the App Users thereof by presenting the details of revisions and the effective date thereof on the App of the Company.
 - (1) When revision of the TOS conforms to the general interests of the App Users,
 - (2) When revision of the TOS is not against the purpose of entering into a contract, and is also reasonable, in the light of the necessity of revision, the reasonableness of the contents after revision, the contents of the revision or any other circumstances relating to the revision,
2. When an App User uses the App after the effective date of the revision, the App User shall have no objection to be deemed to have approved the specifics of the revision,
3. Communications from the Company to the App Users regarding the App shall be made by presentation within the App or on the website operated by the Company or by any other means determined appropriate by the Company.

Article 17 Severability

Even if any provision or part thereof of the TOS is determined invalid or unenforceable under the Consumer Contract Act or other laws and regulations, the other provisions of the TOS and the rest of the parts of the provisions whose parts have been determined unenforceable shall remain fully in effect.

Article 18 Governing Law

The TOS shall be governed by the laws of Japan.

Article 19 Jurisdiction

Any dispute arising out of or in relation to the TOS and the App shall be subject to the exclusive jurisdiction of Tokyo District Court as court of first instance.

Article 20 Language

The Japanese version of the TOS shall be the official version, and even if a version translated into another language is prepared for the TOS, the official Japanese version alone shall be effective.