

Terms of Service for Chobiit for Kintone

Members who use the Chobiit for kintone (collectively referred to as "the Service," including free trials) provided by Novel Works Inc. (hereinafter referred to as "NovelWorks") shall use the Service based on this Terms of Service. You are deemed to have agreed to this Terms of Service upon start using the Service. In addition to this Terms of Service, individual terms, guidelines, policies may be applied to each plug-in service. Please check those individual terms, guidelines, policies when using each service. This service will be run at the groupware "kintone" (hereinafter referred to as "kintone") provided by Cybozu, Inc. (hereinafter referred to as "Cybozu").

Article 1 (Definitions)

The definitions of terms of this Terms of Service are as follows.

- "Member" means a corporation / sole proprietor, group that applied the use of the Service in accordance with the procedures prescribed by NovelWorks and approved the use of this Service by NovelWorks.
- "Kintone" means a business process improving cloud service that runs at cybozu.com, a cloud platform provided by Cybozu. This service is Web Service used Kintone REST-API, which is an essential environment.
- "User" means a person who registered as a User who uses or tries to use this Service under the management of the Member, regardless of whether it is paid service or free trial.
- "Terminal Equipment" means to terminal equipment, other communication equipment, and communication networks required to use this Service, which is installed by Members and/or Users or contracted with a third party other than NovelWorks.
- "Service Account" means an ID and password for log-in (hereinafter referred to as "User Account"), email address, access URL, and other information required for Users to access this service and kintone.

Article 2 (Application of the Service)

- The Member shall apply to NovelWorks for the use of this Service upon agreeing to comply with this Terms of Service and the individual terms of the Service. A service contract (hereinafter referred to as "Service Contract") is concluded in accordance with the provisions of this Terms of Service upon NovelWorks' approval.
- The applicant shall submit the information such as company name, member name, address, telephone number, email address, and other matters specified by NovelWorks (hereinafter referred to as "Member's Information") by the method designated by NovelWorks. In addition, the applicant shall submit the account information required to activate the Service from NovelWorks. NovelWorks may request to present documents proving the facts submitted.
- NovelWorks may apply the Service on behalf of the Member only when the Member requests NovelWorks to act on behalf with the consent of Members in writing or by email.
- NovelWorks may examine each item of each application for this Service. In addition, Novel Works may contact the Member by telephone in advance to confirm

the contents of the application before approval. Thus, the approval is not always made in the order of application.

- NovelWorks may not approve the application or cancel the Agreement if the application falls under any of the following.
 - 1) When the applicant makes an application with false facts.
 - 2) When the applicant has neglected or expects to neglect contractual obligations in each Service provided by NovelWorks.
 - 3) When NovelWorks decides that it is difficult to provide the continuous Service due to rational reasons.
 - 4) When NovelWorks decides that there is a significant obstacle to the provide the Service.

Article 3 (Free Trial)

- Members can try each service free of charge during the trial period within the range specified by NovelWorks.
- The trial period shall be the period notified on each service separately. If the Member wants to continue using the service after the expiry of the trial period, the Member must apply for regular fee-based service and then obtain the right to use from NovelWorks. In any case, the Member cannot use the Service after the expiry of the trial period.
- If a member wishes to apply for fee-based service(s), the Member shall apply the fee-based service(s) in accordance with the application procedure for the fee-based service(s) notified separately. NovelWorks may apply the Service on behalf of the Member only when the Member requests NovelWorks to act on behalf with the consent of Members in writing or by email.

Article 4 (Use of Beta Version Product(s))

- Since the Beta version product is for trial use and testing to improve performance, it may contain defects such as malfunctions due to its nature.
- The specifications and operation method of the Beta version product may be changed without prior notice to USERS to improve the performance.
- USERS can use the Beta version product free of charge from the date they start using until the product is launched officially. The official product launch shall be notified on our website, and it will be switched to a paid product.
- NovelWorks shall not be obliged to store USER data generated through this Beta version product and shall not liable for any responsibility.
- NovelWorks shall not be liable for any loss of profit or other damages to the USER due to the suspension of this Beta version service for maintenance and change of service.

Article 5 (Fee-based service Period)

- The service period for fee-based service will be one year from the first day of the following month which each Service Agreement is concluded.
- Unless otherwise specified, termination or cancellation of the Agreement during the service period is not allowed.

Article 6 (Service Fee for Fee-based service)

- The Service Fee for fee-based service is set according to the license of each service. Please refer to the price list on the website for detail. An initial fee may be charged for the fee-based service. In addition, the usage fee for kintone, communication fee incurred for the telecommunications carrier, packet fee, transfer fee for payment, remittance fee, and other expenses are not included in the service fee. Members are responsible for paying separately.
- Please note that if the campaign price is applied for the Agreement, it will be the regular price after the applicable campaign period is over.
- The Member shall pay the applicable service fee by the due date set individually as per the service period. However, some payment methods may not be available for some of the services.
- If the Member does not pay the Service Fee and other obligations specified in this article by the payment due date, the Service will be canceled and suspended after notifying the reason and the suspension date. The Service fee will be charged in the month if the service is suspended, and NovelWorks shall not reduce or refund on a daily basis even if the suspension date is during the fee-based service period.

Article 7 (Change or Termination of License)

- If the Member wants to add the number of licenses, the Member shall notify NovelWorks by the method specified by Novel Works at least 5 business days before the end day of the month. NovelWorks shall apply the changes from the desired month subject to the payment of an amount separately determined by NovelWorks for adding the number of licenses, according to the remaining number of months till the expiration of the service period. However, in any case, NovelWorks shall not accept the termination during the service period and the decrease in the number of licenses and not refund the service fee paid.

Article 8 (Restrictions)

- Suppose the number of usage by a Member, the number of simultaneous connections, the amount of data transfer exceed the prescribed standards and interferes with the service to other members, or it exceeds the standards set by Cybozu. In such a case, NovelWorks may restrict the usage by the Member, such as restrictions on the number of services, the time of use, and the amount of data transfer. In addition, if NovelWorks determines that further action is required, an additional service fee may be charged. Details of usage restrictions or extra charges shall be stipulated in the provisions set by NovelWorks separately.

Article 9 (Change of Member's Information)

- If there is any change in Member's information,
 - 1) Members must promptly notify NovelWorks of any changes.
 - 2) NovelWorks may request to present a document certifying the fact notified upon receiving the notification.
 - 3) NovelWorks shall send a notification to the changed destination of Member after receiving the notice of Member's information change. If the Member's information is

changed without any notification of item 1 of this article, Novelworks shall not be responsible for any damage to members or third parties caused by NovelWorks notifying or contacting the previous contact or failing to reach the Member.

Article 10 (Use of Member's Information)

- NovelWorks manages Members' information with the care of a good manager. We will not use or copy it for any purpose, let a third party use, or disclose or leak without obtaining the written consent of the Member unless otherwise specified in this article and other clauses.
- Novell Works uses Member's information for the following purposes.
 - 1) For the provision, management, and operation of this Service
 - 2) To make the necessary contact to Members
 - 3) To send notifications of campaigns, questionnaires, advertisements, the introduction of other products and services (If the Member requests not to send such notifications, we will not send it upon receiving such request.)
 - 4) For shipping prizes associated with campaigns, questionnaires.
- If it cannot contact the Member through Member's information, or if the information is urgent and important, NovelWorks can use some of the functions of this Service to contact the Member at its sole discretion. NovelWorks will not be liable for any loss or damages for not reaching the Member If NovelWorks can't reach the Member with the methods above.
- NovelWorks may disclose Member's information to a third party in the following cases.
 - 1) To disclose Member's information to the partner to investigate and respond to inquiries from Members regarding the service if the partner provides the service.
 - 2) To disclose required Member's information to the partner when the Member applies a service provided by a partner in addition to the Service provided by NovelWorks.
 - 3) NovelWorks determines to disclose Member's information to protect the rights of Novelworks, partners, other Members, or third parties when required by law (including requests from investigation-related matter inquiry forms) or the due process of laws.
- In addition to the above, Personal Information shall be handled in accordance with the provisions of the Privacy Policy.

Article 11 (Maintenance of Setting and Environment)

- The Member shall maintain the terminal settings and environmental conditions for using the service to meet the technical standards and requirements designated by NovelWorks. The Member shall make the setting and maintenance at the Member's responsibility and expense.

Article 12 (Treatment of Stored Data)

- NovelWorks can backup and store all data and information stored in this Service by Member and the User (hereinafter referred to as "Stored Data") for the recovery in the event of a server failure or outage without obtaining the consent of the Member.
- NovelWorks will delete the Stored Data after the expiration of the storage period separately determined by NovelWorks upon the termination of the Service by the

Member. NovelWorks shall not be liable for any loss or damages of the Member or a third party regarding the storage, deletion, backup of the Stored Data.

- NovelWorks shall not monitor or access the Stored Data except for the following purposes determined by NovelWorks :
 - 1) For the safe operation of the service system
 - 2) To prevent issues for this Service or the system of this Service.
 - 3) To solve the support issue when a Member requests NovelWorks.
- In the case of trial use of each service, NovelWorks may delete some Stored Data to improve the Service without obtaining the Member's consent.
- NovelWorks shall not disclose the Stored Data without the Member's consent. However, NovelWorks may disclose all or part of the Stored Data without the consent of the Member for the following cases:
 - 1) When required by law (including a request by inquiry form for investigation-related matters) or due process of laws.
 - 2) When it is necessary to protect the rights of NovelWorks, partners, other Members, or third parties
- As a part of the function of this Service, there is a function to interface with the service of the partner. When a member uses the function, the registered data for the function may be provided to the partner.

Article 13 (Service Account)

- When NovelWorks issue a service account, Members and Users are responsible for managing it strictly and do not disclose, leak, or disseminate it to third parties other than Members and Users.
- Once the service account is known (or risk to known) to a third party other than the Member and the User, Member shall immediately notify NovelWorks. Novell Works will make an effort to suspend the relevant service account immediately on the business day upon receipt of the notification. After confirming these procedures have been taken properly, NovelWorks shall carry out issuing a new Service Account.
- Novell Works will not be liable for any direct, indirect, or other damages caused by being made known the Service Account to third parties other than Members and Users.

Article 14 (Suspension of the Service)

- This Service shall carry out regular maintenance in order to provide the service in a stable manner. The system may be suspended or some functions may not be available during regular maintenance.
- NovelWorks may suspend this Service if any of the following provisions arise.
 - 1) When it is necessary to conduct the system maintenance to providing this service or maintain telecommunications equipment or construction work, or when unexpected troubles occur in these facilities or equipment.
 - 2) When it is difficult to provide normal service or NovelWorks determines the difficulty due to a significant load or failure.
 - 3) When Novell Works recognizes that Members, third parties may suffer significant damage by providing this Service, such as data falsification and hacking.

- 4) When it becomes difficult to provide this Service due to the suspension of the provision of telecommunications services by domestic and overseas telecommunications carriers, power supply services by electric power companies, and other public services.
- 5) When an emergency occurs or is likely to occur due to an earthquake, tsunami, typhoon, lightning strike, or other natural disasters, war, civil war, enactment, revision or abolition of laws and regulations, or other force majeure.
- 6) In addition, when NovelWorks determines that it is necessary to suspend or suspend urgently the provision of this Service.
 - NovelWorks shall not accept any emergency stop requests from Members and third parties in principle.
 - Novelworks shall not be liable for any loss or damages caused to Members or third parties due to the suspension or no suspension of this Service by NovelWorks.

Article 15 (Abolition of the Service)

- NovelWorks may discontinue each service under the Service Agreement. In such a case, NovelWorks shall notify the Member at least 3 months before the scheduled abolition date by the method designated by NovelWorks.

Article 16 (Prohibited Matters)

- Members should not conduct the following acts while using this Service or Service Account.
 - 1) Granting or giving the right to use this Service to a third party
 - 2) Copying, distributing, and lending Service Accounts to non-users, transmitting to third parties, leasing, and collateral set.
 - 3) Copying, modifying, distributing, publicly, and enabling transmission of template applications beyond own use.
 - 4) Modifications, translations, changes, and analysis of documents and programs related to this Service.
 - 5) Creating and distributing derivative services without the permission of NovelWorks
 - 6) Infringing the intellectual property rights of NovelWorks, partners, other Members, or third parties.
 - 7) Damaging the property, credibility, honor of NovelWorks, partners, other Members, or third parties, and infringing privacy rights, portrait rights, and other rights.
 - 8) Causing or may cause disadvantage or damage to NovelWorks and third parties
 - 9) Offending to public order and morals
 - 10) Violating laws and regulations, criminal acts including to assist criminal acts, or that may cause such criminal acts.
 - 11) Phishing under the guise of NovelWorks, partners, other members, or third-party sites
 - 12) Registering and providing information and data, including harmful programs.
 - 13) Sending a large amount of information using the communication function of this Service, sending emails to unspecified persons indiscriminately against their will, or sending emails to the recipients not approved in advance.
 - 14) Interfering or may interfere with the operation of this Service and all services provided by NovelWorks.

- 15) Damaging or may damage the credibility, honor of this Service and all services provided by NovelWorks.
 - 16) Other acts that Novel Works deems inappropriate.
- If the use of this Service or Service Account by a Member falls under any of the provisions in the preceding paragraph, NovelWorks may suspend to provide this Service or use the Service Account. We shall be able to take measures deemed necessary. NovelWorks can issue an alternative account in conjunction with the suspension of the use of the Service Account.
 - Novelworks shall not be liable for any direct, indirect loss or damages caused by the suspension of the Service due to provisions set forth in the preceding paragraph.

Article 17 (Warranty)

- Novelworks guarantees to Members that the Service will not be interrupted for more than 24 hours in a row due to the negligence of NovelWorks except for the case stipulated in Article 15 (Suspension of Service) of this Terms of Service. If NovelWorks confirm the violation of the guarantee, NovelWorks will, at NovelWorks' sole discretion, reduce the Service Fee from the following month which the violation occurred, extend the service period, or refund all or part of the Service Fee for the month the interruption occurred upon request from the Member. The reduction amount of the Service Fee, extension period, or refund of the Service Fee shall be determined by NovelWorks equivalent to the number of days up to the maximum of one month after calculating the interrupted days(based on every 24 hours for 1 day) of the Service.
- Notwithstanding the provisions of the preceding paragraph, the Warranty shall not be applied if any of the following causes the service suspension;
 - 1) If the Service used by the Member is a trial version.
 - 2) If the interruption is caused by the terminal equipment faulty.
 - 3) If the interruption is not attributable to NovelWorks.
- A request based on paragraph 1 of this article or the preceding paragraph shall be accompanied by a document certifying the payment of the Service Fee and a document certifying the date of occurrence of the violation. The request should be submitted within 60 days from the date of the interruption.
- NovelWorks will repair any defects (including so-called bugs, structural problems.) for the Service provided by NovelWorks. However, this article shall not apply if the defect is not attributable to NovelWorks, such as, but not limited to, the Service is provided by another company or the defect of kintone.

Article 18 (Limitation of Liability)

- If the Member suffers loss or damages arising from the Service and NovelWorks or the service provider is liable for the loss or damages, the maximum compensation for the loss or damage shall be limited to a one-month service fee for the month in which the Member suffers the damage. However, in any case, NovelWorks shall not responsible for any indirect, incidental, special, incidental, consequential, or punitive damages, including loss of operating income, business interruption, computer failure, and any other commercial or loss of the Member or other third parties which may or may not use this Service and other services through this Service. It shall be

the same if Novelworks has been informed of the possibility of such damages in advance, and the direct damages are not attributable to Novelworks. If the Member uses a beta version of each service, Novelworks or the supplier of the service shall not be responsible for any damage regardless of whether the damage is attributable to NovelWorks or not.

- If a Member causes loss or damage to NovelWorks or a third party through the use of this Service, the Member shall compensate for the loss or damage at Member's own expense and responsibility and shall not claim any compensation to NovelWorks.
- If a dispute arises between a Member and a third party through this Service, the Member shall be responsible for solving the dispute. The Member shall not claim to NovelWorks through arbitration, inquiry, or any other request. However, in connection with the dispute, NovelWorks can claim such loss or damage to the Member if NovelWorks suffers loss or other damages (including legal fees) to the third party due to the intentional or gross negligence of the Member.

Article 19 (Intellectual Property Right)

- All programs, software, services, procedures, documents, drawings, documents, trademarks, trade names that make up the implementation environment of this service, including ownership and copyright, and all other intellectual property rights (hereinafter, "The Intellectual Property Rights") belong to NovelWorks and its suppliers. The Service, drawings, and documents related to this service are protected by copyright law and other intellectual property laws and International Treaties. Thus, Members and Users must treat them as copyright work. The intellectual property rights of each content accessed, displayed, and used from this service are the property of each information provider and protected by copyright law and other intellectual property rights laws and International Treaties.

Article 20 (Termination)

- If a member falls under any of the following, NovelWorks can cancel the Service immediately without any notice.
 - 1) If a Member violates any of the terms and conditions of this Terms of Service.
 - 2) When there is a false statement or omission in the application form.
 - 3) When Member causes an obstacle to the business and service system of Novelworks, or acts that may cause such an obstacle.
 - 4) When Member receives or files a petition for bankruptcy, rehabilitation proceedings, civil rehabilitation proceedings.
 - 5) If the Member receives the notification such as provisional seizure, provisional disposition, compulsory execution, auction, the notice stipulated in Article 2 of the Act on Temporary Registration Security Contract, suspension of the transaction at the clearinghouse, delinquency in taxes and public dues, or other delinquent dispositions or there is a fact for receiving a petition, disposition, or notification.
 - 6) If NovelWorks can't contact the Member by telephone, fax, or email for an extended period.
 - 7) Other cases specified by NovelWorks separately.

- Once the Service Agreement is canceled, the Member can't use the Service Account. The Member must comply with Novel Works if NovelWorks requests the return or disposal of these items. In addition, the Member can't use or view the data, files, and any other information registered by the Member.

Article 21 (Prohibition of transfer and/or collateral)

- The Member can't transfer, lend, lease, pledge or otherwise dismiss the right to receive the collateral service. However, it shall comply with the contract if a separate agreement is signed with NovelWorks.

Article 22 (Governing Law/Jurisdiction)

- This Terms of Service is governed by the laws of the state of California without reference to its conflict of laws principles.
- The Member and Novelworks shall firstly request the other party that any controversy, claim or dispute arising in relation to This Terms of Service ("Dispute") is settled amicably through good faith discussions and negotiations. In the event that Dispute cannot be amicably resolved thereby, the Member and Novelworks agree that Dispute shall be finally settled by arbitration in California in accordance with the rules of the American Arbitration Association. The proceeding and the award in the arbitration shall be made in English.

Article 23 (Changes in the description of Service and this terms of service)

- Novelworks may change or partially abolish this Terms of Service or the description of the service regardless of the Member's understanding. In such a case, this Terms of Service or description of service shall vary as per such change. If NovelWorks change the description of this Terms of Service, NovelWorks shall notify the change to Member at the service platform in advance, and it deems to be notified. However, in the case of minor changes that do not cause any disadvantage to the Members, such as correction of the wording, the Advance Notice may be omitted. If the Member does not agree to the changes, NovelWorks is not obligated to continue to provide the service, and the Member must cancel the service and stop using it before the effectuation of the change. If Member does not cancel the service, the new terms and conditions shall apply.

Article 24 (Others)

- This service allows the Member to share the information the Member has in kintone (hereinafter referred to as "kintone information") with third parties. NovelWorks shall not responsible for any indirect, incidental, special, incidental, consequential, or punitive damages, including loss of operating income, business interruption, and any other commercial or loss of the Member or other third parties, including, but not limited to, leakage of kintone information to any third party due to the settings of the Member or User.

Established on December 1, 2021