

Terms of Rakuten Link Office Communication Service

These Terms of Service (“Terms”) specify the terms and conditions with which the user of the Service (“User”) will comply when using the service called “Rakuten Link Office” (“Service”) provided by Rakuten Mobile, Inc. (“Rakuten”).

Article 1. Application of Terms

1. Rakuten may establish superior terms and subordination terms of Terms, guidelines, help and other agreements for the provision of Service. User shall agree to comply with Terms, and such superior terms, subordination terms, guidelines, help and other agreements (collectively the “Terms and Other Agreements”).
2. At the time any person who wishes to use Service starts using Service, an agreement between such person and Rakuten (the “User Agreement”) will come into effect according to Terms and Other Agreements, and such person will become User.
3. User shall require its employees and other persons who are duly authorized to use Service (“Employees” and collectively “Users” together with the User) to comply with Terms and Other Agreements. Breach of Terms and Other Agreements by Employees will be deemed to constitute breach by User.
4. Users are not allowed to use Service if they do not agree to the provisions of Terms and Other Agreements.

Article 2. Definition of Terms

For purposes of Terms, each of the following terms has the following meaning:

(1) Messages:

“Messages” collectively means letters, photos, movies, sounds, map data indicating the Location Information and other objects separately designated by Rakuten, which can be sent and received through packet communications on the Service.

(2) Profile Information:

“Profile Information” means profile photos, names, telephone numbers and other information registered by Users at their discretion on Service.

(3) User Information:

“User Information” means Profile Information, Messages on answering machines, call history and history of Messages.

(4) Location Information:

“Location Information” means the address selected on a map in the dedicated app for providing Service (“App”) on devices used by Users.

Article 3. Purpose and Details of Service

1. The primary purpose of Service is to provide each of the following functions, the details of which and other functions will be as described on our website for posting information about Service, which can be found at <https://business.mobile.rakuten.co.jp> (“Service Site”) or App:
 - (1) the call function (which includes sending and receiving calls, and call history);
 - (2) the function for sending and receiving Messages (between App users and between SMS users);
 - (3) the video call function (which includes sending and receiving video calls); and
 - (4) other functions provided by Rakuten.
2. When Service is in use, App’s function will provide an indication showing that Service is in use (“Capability Indication”) for any cell phone number indicated as a contact on App.
3. Profile Information registered by Users at their discretion when using Service will be disclosed only to other Users, who are indicated as a contact on App and who received Messages from Users.
4. Rakuten may post our advertisement, or advertisement of our group or any third party on Service Site or App.

Article 4. Terms of Use of Service

1. Devices compatible with Service (“Devices”) and App are necessary for the use of Service.
2. It is necessary to permit the access to the functions separately designated by Rakuten in Devices for the use of Service.
3. Users shall use Service by acknowledging that their Capability Indication will be provided for other Users.

Article 5. Restriction on Use

1. Service may not be provided sufficiently depending on the communications environment of Users or any person receiving Messages.
2. If the correct Location Information cannot be obtained depending on the communications environment or devices used by Users, an error may be found in the map data which are prepared based on Location Information.
3. If calls are made consecutively, which results in long hours, many calls are made within a certain period of time or otherwise Rakuten judges that the call affects

Rakuten's facilities, Rakuten may disconnect such call.

4. Rakuten may disconnect communications if, in addition to the provisions of Articles 5.1 to 5.3, the use of communications from User's network exceeds the hours designated by Rakuten.
5. Rakuten may establish restrictions on the use of Service by Users to the extent reasonably necessary if deemed necessary by Rakuten.

Article 6. Prohibitions

Users are prohibited from performing any of the following acts or any act similar thereto when using Service:

- (1) any act of breaching Terms and Other Agreements;
- (2) any act of violating the laws and regulations;
- (3) any act of placing an excessive burden on Rakuten's servers, computers or other devices used for Service;
- (4) any act of sending the same or similar Messages to multiple unspecified recipients (without our approval) or other act deemed to be spam by Rakuten;
- (5) any act of using, creating, selling or otherwise involving in any tool that affects App;
- (6) any act of sending or spreading any computer virus or other malicious program to Rakuten, Rakuten's group companies, Rakuten's business partners or any other third party;
- (7) disassembling, decompiling or reverse engineering of App, or any other act of analyzing App;
- (8) any act of falsifying or deleting any information that can be utilized through Service;
- (9) any act of breaching Articles 8.2 and 8.3, "Intellectual Property Rights and Other Rights";
- (10) any act of infringing or that is likely to infringe Rakuten's properties, privacy or image rights or those of any third party;
- (11) any act of collecting personal information of any third party without obtaining the consent of such third party or by fraudulent ways;
- (12) any act of discriminating or slandering Rakuten or any third party, or damaging Rakuten's reputation or credibility or that of such third party;
- (13) any act performed for the purpose of engaging in any sexual or obscene act, act performed for the purpose of meeting or dating with any unknown person of the opposite sex, act performed for the purpose of disturbing or slandering other customers or other act of using Service for any purpose that is different from the intended purpose of use of Service;

- (14) any of the following acts related to the call function:
 - A) use of the call function by connecting with any communications facility or other equipment retained by Users or by automatic dialing by means of software or otherwise (in each case without our prior approval);
 - B) mediation of communications, use of forwarding functions or use for the purpose of making profits directly from communications by connecting to any service provided by other companies; or
 - C) use for any purpose other than communications;
- (15) any act of causing any third party other than Users to use Service, except the case where User causes Employees to use the Service as specified in Article 1.3;
- (16) any act of using Service by impersonating as any third party;
- (17) any act that leads to or is likely to lead to fraud or any other crime;
- (18) any act of providing benefits for or otherwise cooperating with the anti-social forces;
- (19) any act of breaching the provisions of the communications service agreement;
- (20) any act that encourages, forces, assists or solicits any of the acts listed in (1) to (19) of this Article 6; or
- (21) any other act that is prohibited or deemed inappropriate by Rakuten.

Article 7. Suspension, Termination and Change of Service

1. Rakuten may temporarily suspend providing Service in whole or in part without notifying Users in advance if any of the following events occurs. In the event of such temporary suspension, even if Users incur any damage, Rakuten will not be responsible or liable for such damage.
 - (1) provision of Service becomes impossible due to the occurrence of malfunction or failure of servers, communications lines or other facilities, or other causes;
 - (2) maintenance, inspection, repair or change of system (including servers, communications lines and power as well as buildings in which they are installed) is conducted regularly or in case of emergency;
 - (3) provision of Service or App becomes impossible as a result of a fire, power outage or any other emergency;
 - (4) provision of Service or App becomes impossible as a result of an earthquake, eruption, flood, tsunami or any other natural disaster;
 - (5) provision of Service or App becomes impossible as a result of a war, uprising, riot, disturbance, industrial disturbance or any other cause beyond our control;
 - (6) provision of Service or App becomes impossible due to laws and regulations or any action or proceeding thereunder; or

- (7) otherwise Rakuten judge that the temporary suspension of Service or App is necessary due to operational or technical reasons.
2. Rakuten have the right to terminate or change Service in whole or in part at any time for any cause at our discretion. Rakuten will not be responsible or liable to Users or any third party for any damage arising out of or in connection with the termination or change of Service.
3. Whenever Rakuten terminate or change Service pursuant to the preceding paragraph, Rakuten will provide information for Users at the appropriate time and by the appropriate method by considering the impact of such termination or change, operational status of Service and other factors.

Article 8. Intellectual Property Rights and Other Rights

1. Any and all intellectual property rights including copyrights and other rights in or to the content and other information provided by Rakuten or any third party for the Users (“Content”) in connection with or through Service belong to Rakuten or such third party providing Content. The execution of User Agreement will not constitute the transfer of any right in or to Content to Users. Users are allowed to use Content only to the extent necessary for the use of Service under User Agreement.
2. Users are not allowed to reproduce, publicly transmit (including to make Content available for transmission in the event of automatic public transmission), deliver, assign, lend, modify or adapt Content or otherwise utilize or use it by exceeding the scope specified in the preceding paragraph.
3. Users are not allowed to remove or change the copyright notice or any other notice of rights on Content.

Article 9. Procedures for Handling Personal Information

When providing Service, Rakuten will handle any personal information obtained from Users according to “Privacy Policies for Rakuten Link Communication Service” established by us, which can be found at < <https://corp.mobile.rakuten.co.jp/privacy/>> (or at the new URL if it is changed by Rakuten).

Article 10. Discontinuation of Use

Rakuten may discontinue the use of the Service by Users in whole or in part if Rakuten judge that the Users:

- (1) have never used Service within a certain period designated by Rakuten;
- (2) are in breach of the provisions of Article 6, “Prohibitions”; or

- (3) otherwise are in breach of Terms and Other Agreements.

Article 11. Termination of User Agreement by Rakuten

Rakuten may terminate User Agreement for cause in whole or in part if Rakuten judge that:

- (1) Users have performed any act prohibited by us pursuant to Article 6, "Prohibitions";
- (2) the use of Service is discontinued pursuant to Article 10, "Discontinuation of Use", and it is deemed that the cause of such discontinuation is unlikely to be improved;
- (3) Users have caused any material harm or damage to Rakuten; or
- (4) otherwise it is deemed that the provision of Service cannot be continued for any justifiable reason.

Article 12. Limitation of Liabilities

1. If Rakuten fails to provide Service due to any cause attributable to Rakuten even though Rakuten is obligated to provide Service, the scope and other details of liability for damages to be assumed by Rakuten will be subject to the provisions of the communications service agreement.
2. In any case other than the foregoing, even if Rakuten is liable for damages to Users, the scope of liability assumed by Rakuten to Users will be limited to any direct damage normally caused by our failure to provide Service (excluding any lost profit).
3. The provisions of the preceding paragraph will not apply if Rakuten causes any damage to Users due to Rakuten's willful misconduct or gross negligence.

Article 13. Responsibility and Liability

1. Rakuten provides no warranty of fitness for any particular purpose of Users, or completeness, usefulness, accuracy, reliability, timeliness or other aspects of the results of use of Service. Rakuten will not be responsible or liable for any damage incurred by Users that may arise in connection with such aspects.
2. Rakuten will not be obligated to back up or otherwise save User Information related to the use of Service by Users. Users will back up or otherwise save such information at their own risk. Rakuten will not be responsible or liable for any damage incurred by Users that may arise from the loss of User Information.
3. Rakuten will not be responsible or liable for any damage incurred by Users or any third party because Users cause such third party to utilize or use Service or App.
4. If any inquiry, complaint, dispute or other disagreement arises between Users or Rakuten and any third party alleging that the utilization or use of Service or App by

Users infringes or is likely to infringe the privacy or other rights, Users shall resolve such dispute or other agreement on their own account and at their own risk. Rakuten will not be responsible or liable for such dispute or other disagreement.

5. If any dispute or other disagreement arises between Users and any third party due to the utilization or use of Service or App in breach of Terms and Other Agreements by Users, Users will resolve such dispute or other disagreement on their own account and at their own risk. Rakuten will not be responsible or liable for such dispute or other disagreement.
6. In the cases specified in Articles 13.4 and 13.5, if we incur any damage (including reasonable attorney's fees), the Users will compensate for such damage.

Article 14. Notification

1. Rakuten may provide notification about Service for the Users by:
 - (1) mailing by post the notification addressed to the names, company names, addresses or destinations of invoices notified by Users to Rakuten;
 - (2) notification by SMS;
 - (3) any other method deemed appropriate by Rakuten.
2. The notification to Users by any of the methods listed in (1) to (3) of the preceding paragraph will be deemed to have been given at the time when the notification specified in the preceding paragraph is sent by Rakuten.
3. In addition to each of the methods listed in Article 14.1, Rakuten may post the details of notification on Service Site or App in lieu of notification about Service to Users. In this case, the notification will be deemed to have been given to Users at the time when Rakuten post the details of the notification on Service Site or App.

Article 15. Surviving Provisions

The provisions of Article 6, "Prohibitions", Article 8, "Intellectual Property Rights and Other Rights", Article 9, "Procedures for Handling Personal Information", Article 12, "Limitation of Liabilities", Article 13, "Responsibility and Liability", this Article 15, Article 16, "Amendment of Terms", Article 17, "Agreed Jurisdiction," and Article 18, "Governing Law" will survive the expiration and termination of User Agreement and remain in full force and effect even after such expiration and termination.

Article 16. Amendment of Terms

1. Rakuten may amend Terms and Other Agreements. After the amendment of Terms and Other Agreements, the amended Terms and Other Agreements will apply to

Users.

2. Whenever Rakuten amend Terms pursuant to the preceding paragraph, Rakuten will provide information for Users at the appropriate time and by the appropriate method by considering the impact of such amendment, operational status of Service or App and other factors.

Article 17. Jurisdiction

If it becomes necessary to file any lawsuit in connection with Service between Users and Rakuten, Users and Rakuten agree that the district court having jurisdiction over the location of Rakuten's registered office will have exclusive jurisdiction over such lawsuit for the first instance.

Article 18. Governing Law and Language

1. The validity, effect, interpretation, construction and performance of Terms will be governed by the laws of Japan.
2. Terms is made in Japanese and translated into English. The Japanese text is the original and the English text is for reference purposes. If there is any conflict or inconsistency between these two texts, the Japanese text shall prevail.

Date of establishment: September 1, 2021