Terms of Use - Magic Moment Playbook

Article 1 (Application of this Agreement)

Terms of Use - Magic Moment Playbook (hereinafter referred to as "this agreement") (hereinafter referred to as the "Company") provides Magic Moment Playbook service (hereinafter referred to as the "Service"). (hereinafter referred to as "the Company") and its subscribers (hereinafter referred to as "Members") to the Magic Moment Playbook service (hereinafter referred to as "the Service"). (hereinafter referred to as "the Company") shall apply to the use of the Magic Moment Playbook service (hereinafter referred to as "the Service") provided by Magic Moment Inc. (hereinafter referred to as "Member").

Article 2 (Definitions)

In this Agreement, the meanings of the terms listed in the following items shall be as set forth in the respective items.

(1) Members

A corporation, organization, association, or individual who has agreed to these Terms of Use and has entered into a contract with the Company for the use of the Service (hereinafter referred to as the "User Agreement"). The term "User" refers to a corporation, group, association, or individual that has entered into a contract with the Company for the use of the Service (hereinafter referred to as the "Agreement").

(2) Administrators

An officer, employee, or other related person of the Member who has administrative authority over the use of the Service and who sets the user authority, as designated by the Member at the time of application for the Service.

(3) User

A person who is designated by the Administrator and is permitted to access and use the Service. The Administrator may designate the number of Users within the range of the number separately determined by the Company.

(4) Users

The term "administrator" refers to the administrator and user.

(5) Synchronization function

Services designated by the Company as services that can be synchronized with the Service (hereinafter referred to as "Synchronizable Services"). (hereinafter referred to as "Synchronizable Service") that the member designates as a service that can be synchronized with the Service (hereinafter referred to as "Synchronization Destination Service"). This is a function that automatically acquires data from the services designated by the Member (hereinafter referred to as "Synchronizable Services") as services that can be synchronized with the Service (hereinafter referred to as "Synchronized Services"), and mutually synchronizes the Service with the relevant data.

(6) Membership information

The term "member" refers collectively to any and all information about a member that is recorded, stored, processed, etc. in this service.

Article 3 (The Service)

This service is a software service that supports sales activities with the aim of improving the efficiency and optimization of corporate sales activities.

2 The details and functions of the Service will be described in the Magic Moment Playbook product summary materials and other accompanying materials provided by the Company. The Company reserves the right to add, change, or delete the contents or functions of the Service at any time.

3 In response to the member's application, the company shall take the following actions as the initial introduction of the service, according to the schedule separately agreed upon between the company and the member. In this case, the member shall pay the initial introduction fee (hereinafter referred to as the "Initial Introduction Fee") separately agreed upon between the company and the member. In this case, the member shall pay the initial introduction fee (hereinafter referred to as "Initial Introduction Fee") separately agreed upon between the company and the member.

(1) Customization of the Magic Moment Default Playbook: We can help you customize our playbook to fit your own sales activities.

(2) Synchronization between Magic Moment Playbook and CRM data: We provide support for setting up data integration (via API) with CRM systems.

Article 4 (Use of the Service)

This Usage Agreement shall be deemed to be formed when a person who wishes to use the Service makes an application in the manner designated by the Company and the Company accepts such application. When a person who wishes to use the Service makes an application using the method designated by the Company, the applicant shall be deemed to have agreed to the contents of these Terms of Use, and these Terms of Use shall constitute a part of this User Agreement.

2 The Member shall be granted the right to use the Service in accordance with this Agreement.

Article 5 (Term of Use of the Service)

Unless otherwise agreed in the application form or other written documents, the term of use of the Service shall be one year from the date of completion of membership registration to the Service, and shall be renewed on a yearly basis thereafter.

2 In the event of non-renewal as described in the preceding paragraph, the member shall notify the Company in writing at least three months prior to the expiration of the usage period, and in the absence of such notification, the usage period shall be automatically renewed for one year, and the same shall apply thereafter.

Article 6 (Usage Fees and Payment Method)

The compensation for the use of the Service is the initial installation fee and monthly usage fee separately determined by the Company. The Member shall pay the initial installation fee and the monthly usage fee for 12 months to the Company by the end of the month prior to the month in which the Member starts using the Service, using the method specified by the Company as compensation for the use of the Service.

2 The communication costs required to use the Service (including communication costs incurred for downloading and using the Software), communication equipment, etc. shall be prepared at the Member's expense and responsibility. (2) The member shall prepare the software, communication equipment, etc. at the member's expense and responsibility. However, the Company does not guarantee that the software will operate properly on the communication equipment, etc. used by the member.

3 The Company may revise the monthly usage fee by giving three months' notice to the member. However, if the member does not agree with the content of the revised monthly usage fee, the member may cancel all or part of the agreement as of the day before the revised fee date by submitting a written notice of cancellation within 30 days of receiving the revised monthly usage fee notice.

4 In the event that the term of use of the Service is renewed, the Member shall pay the monthly usage fee for 12 months in a lump sum by the end of the previous month of the month in which the renewal date falls, using the payment method designated by the Company (the Member shall be responsible for any bank transfer fees incurred separately). (The member shall be responsible for any additional transfer fees incurred. The Company shall not issue a receipt for the monthly fee, but shall replace the receipt with a bank transfer statement.

5 Even in the event that the Agreement is terminated due to the Member's non-renewal in accordance with Article 5.2, the Company will not refund any usage fees already received. In addition, regardless of the reason for termination, the Company may delete member information when the Agreement is terminated.

Article 7 (Management of IDs and Passwords)

Members shall be responsible for strictly managing the member ID (email address) and member password (hereinafter referred to as "member ID, etc.") specified at the time of application for this service. Members shall be responsible for strictly managing their member ID (email address) and member password (hereinafter referred to as "member ID, etc.") at their own risk, and shall not allow anyone other than the user to use the service. In addition, the Company shall not be held responsible for any damages incurred by members or third parties due to the use of member IDs, etc. by third parties.

Article 8 (Change of Registered Information)

Members shall register the administrator's name and e-mail address as the contact information from the Company, and shall promptly notify the Company of any changes to the registered information by the method specified by the Company. Members shall bear responsibility for any disadvantages or damages incurred due to not being able to receive communications from the Company, and the Company shall bear no responsibility whatsoever.

Article 9 (Backup)

Members are responsible for recording, storing, and managing all of their membership information at their own risk.

2 Members are responsible for backing up their membership information (including, but not limited to, using the functions of the service provided by the Company) at their own risk. The company shall not be held responsible for any damage or disadvantage incurred by the member due to the non-existence of the backup data or the member's failure to properly perform the backup.

3 The company may record member information as a backup. However, this is not a supplement to the backup made at the responsibility of the member as specified in the previous section, and does not guarantee the restoration of member information.

Article 10 (Synchronization Function)

Members shall, at their own responsibility, register the ID, password, and other information of the service to which they wish to synchronize (hereinafter referred to as the "Synchronization ID, etc.") necessary to use the synchronization function. (hereinafter referred to as "Synchronization ID, etc.").

2 The Company shall not use the synchronization destination ID, etc. registered by the member for any purpose other than the synchronization function.

3 The Company will use its best efforts in designating Synchronizable Services. However, such designation does not imply any partnership, collaboration, authorization, or any other form of cooperation between the Company and the operator of the synchronizable service, and the Company makes no guarantee whatsoever regarding the accuracy or completeness of the synchronization function or the data acquired through its use. Members shall check the accuracy and completeness of the data obtained through the use of the synchronization function, as appropriate, on the service to which they are synchronizing.

4 Members shall resolve any disputes with the operator of the synchronization destination service or any third party or any other claims and obligations arising from the incorrect entry of the synchronization destination ID, etc. or the use of the synchronization function at their own responsibility and expense, shall not cause any inconvenience to the Company, and shall not be liable for any damages incurred by the Company as a result of such disputes. (including attorney's fees). The Company shall not cause any inconvenience to the Company and shall indemnify the Company for any damages (including attorney's fees) incurred by the Company as a result thereof.

5 Members acknowledge in advance that the data acquired through the use of the synchronization function may not be accurately displayed on the Site due to system malfunctions in the Service or the service to which the data is synchronized, abnormalities in communication facilities, or other circumstances.

Article 11 (Third Party Collaboration Service)

Coordination of the Service with services operated by third parties other than the Company via websites or application software (hereinafter referred to as "Third Party Coordination Service", including synchronization partner services) does not imply any alliance, coordination, authorization or any other cooperative relationship between the Company and the operator of the Third Party Coordination Service. The Company makes no guarantee whatsoever regarding the accuracy or completeness of the data acquired through the use of the Service and the linkage between the Service and the Third Party Coordination Service. Members shall check the accuracy and completeness of the data obtained through the coordination with the third party service, as appropriate, and shall also check the third party coordination service.

2 Members shall use the third party linking service at their own risk, and shall settle disputes and all other claims and obligations with the operator of the relevant site/service or third parties arising from the linkage between the third party linking service and the service at their own risk and expense. The user shall not cause any inconvenience to the Company, and shall indemnify the Company for any damages (including attorney's fees) incurred as a result. The Company shall not cause any inconvenience to the Company and shall indemnify

the Company for any loss or damage (including attorney's fees) incurred by the Company as a result thereof.

3 Members acknowledge in advance that the data acquired through the linkage between the third party linking service and the service may not be accurately displayed on the website due to system malfunctions in the service or the third party linking service, or due to abnormalities in communication facilities.

4 The use of third-party collaboration services is subject to a separate agreement between the member and the operator of the third-party service.

Article 12 (Consent Items)

The Member agrees that the Service does not guarantee the Member's business performance or profits.

2 The Member agrees to allow the Company to access the Member's internal systems and business information, and to acquire and use necessary information to the extent necessary for the Company to provide the Service.

3 Member agrees that the services provided by the Company shall be used solely by and for the benefit of Member, shall not confer any rights or remedies on anyone other than Member, and shall not be used or relied upon for any purpose other than that of Member.

4 In the event that a member commissions services other than the Services to the Company, the member shall pay a separate fee to be determined through consultation with the Company.

Article 13 (Prohibited Matters)

Members must not do any of the following

(1) Infringing on the privacy of others or damaging the reputation or trust of others

(2) Duplicating, altering, editing, reverse engineering, decompiling, disassembling, deciphering or attempting to discover the source code of software or other programs used to provide this service.

(3) Sending harmful computer programs, etc. or making them available to third parties.

(4) Attempting to access this service in excess of the range permitted by the Company (including the number of users). (2) Attempting to access the Service, attempting to acquire or alter data stored on the Service, infecting the Service with a virus, or committing any act that may cause such an infection, in excess of the number of Users (including the number of Users) approved by the Company.

(5) Obtaining or attempting to obtain information about our clients.

(6) Infringement on the patent rights, copyrights, or other intellectual property rights of others

(7) Interfere with the operation of this service or perform any other acts that are prohibited or restricted by the Company in the performance of this service.

(8) Actions that violate laws and regulations or public order and morals

(9) In addition to the preceding items, acts that the Company deems inappropriate.

Article 14 (Re-commissioning)

In the event that the Company consigns all or part of the operation of this service to a third party, the Company shall notify the member in advance.

Article 15 (Prohibition of Transfer, etc.)

In addition to the preceding article, the Member shall not assign, succeed (including comprehensive succession through mergers, corporate splits, etc.), pledge, or allow to be assumed by a third party any position, rights, or obligations under this User Agreement without the prior written consent of the Company. In addition to the preceding article, the Member shall not assign, succeed (including comprehensive succession through mergers, corporate splits, etc.), pledge as collateral, or allow a third party to assume the position or rights and obligations under the Agreement without the prior written consent of the Company.

Article 16 (Keeping secrets)

The Member and the Company shall keep confidential information regarding the other party's business (including, for the avoidance of doubt, the contents of the Service provided by the Company to the Member) that is known or obtained through this Usage Agreement strictly confidential. For the avoidance of doubt, the Member shall not use such information for any purpose other than the purpose of this Usage Agreement, or disclose or leak such information to any third party, without the prior written consent of the other party.

2 Notwithstanding the provisions of the preceding paragraph, information that falls under any of the following items shall not fall under the category of confidential information set forth in the preceding paragraph.

(1) Information that is already in the possession of the disclosed party (the party to whom the information was disclosed, hereinafter the same shall apply) at the time of disclosure. Information that was already in the possession of the disclosed party (the party to whom the information was disclosed, hereinafter the same shall apply) at the time of disclosure

(2) Information generated independently by the addressee without being classified information

(3) Information that is publicly known at the time of disclosure

(4) Information that becomes public knowledge after disclosure for reasons not attributable to the addressee

(5) Information disclosed by a third party with legitimate rights without any obligation of confidentiality.

3 The obligations under this Article shall remain in effect for three (3) years after the termination of this User Agreement.

4 Notwithstanding the foregoing, Members (limited to corporations) 4 Notwithstanding the preceding paragraphs, the Member (limited to corporations) agrees that the Company shall have the right, at its own discretion and expense, to make public the provision of the Service to the Member, using the Member's name and logo.

Article 17 (Handling of Personal Information)

With regard to the personal information of members obtained in the course of providing this service, the Company's Privacy Policy (https://www.magicmoment.jp/privacy-policy/) shall apply.

2 The Company shall be able to use the personal information of the Member within the scope of the purpose of use stated in the Company's Personal Information Protection Policy (Privacy Policy) even after the termination of this User Agreement.

Article 18 (Information Management)

The Company will not disclose member information to any third party without the prior consent of the member. However, this does not apply to the following cases.

(1) When we receive a request from a law or public institution and we recognize the need to respond to the request.

(2) When disclosing information to a trustee or agent necessary to provide the Service or to improve or enhance its functionality.

2 The Company shall aggregate and analyze the attributes of the member information, and create a document that is processed so that the member cannot be identified or specified (hereinafter referred to as "statistical data"). The Company shall create statistical data (hereinafter referred to as "statistical data"), which is processed in such a way that members cannot be identified or specified, and use it for the Service and other services of the Company, or disclose it to third parties.

Article 19 (Attribution of Rights)

All know-how, copyrights, moral rights, patent rights, utility model rights, design rights, trademark rights, and all other intellectual property rights related to this service belong to the Company or the data source of the information, and the permission to use this service provided for in this Agreement does not imply the transfer to the Member of the intellectual property rights of the Company or the data source of the information related to this service. The license to use the Service as set forth in this Agreement does not imply the transfer of the intellectual property rights of the Company or the data source of the information to the Member.

Article 20 (Elimination of Antisocial Forces)

Member represents and warrants the following items.

(1) (2) The applicant is not a member of a crime syndicate as defined in the "Law Concerning Prevention of Unjust Acts by Organized Crime Syndicates", its related organizations, or other antisocial groups or forces (hereinafter referred to as "antisocial forces"). (hereinafter referred to as "Anti-Social Forces").

(2) Not being an antisocial force yourself.

(3) Not to use antisocial forces and not to engage in similar activities.

(4) Not to provide funds to antisocial forces and not to engage in any other similar activities.

(5) Not to defame the reputation or credibility of the other party, not to obstruct the other party's business, not to make unreasonable demands, and not to engage in any other equivalent acts, such as claiming to be an antisocial force.

(6) No major investor or officer or employee is a member of antisocial forces.

2 In the event that a member violates the preceding paragraph, the Company shall be able to immediately cancel all or part of the Usage Agreement without requiring any notice or any other procedures.

3 In the event that the Company cancels the Usage Agreement in accordance with the preceding paragraph, the Company shall be entitled to demand compensation from members for any damages incurred as a result of such cancellation.

Article 21 (Principle of self-responsibility)

Members are fully responsible for the use of the service and all actions related to the service (registration, viewing, deletion, transmission, etc. of information) and the results thereof.

2 In the event that a Member causes damage to a third party or receives a claim from a third party in connection with the use of the Service for reasons attributable to the Member, the Member shall handle and resolve such damage at the Member's own expense and responsibility.

3 In the event that a member causes damage to the Company, the member shall be liable to compensate the Company for said damage, except in cases where there is no intentional or negligent act.

Article 22 (Change of Service)

The Company may, at its discretion, add, change, discontinue or terminate any part of the Service by giving one month's notice to the Member. The Company does not guarantee that all functions and performance of the Service prior to the change will be maintained due to the addition, change, discontinuation, or termination of the Service in accordance with this Article.

2 The Company shall not be liable for any damages or disadvantages incurred by members as a result of adding, changing, suspending, or terminating the Service in accordance with the preceding paragraph.

3 In the event that the Member does not agree with the change in the content of the Service as notified in Paragraph 1, the Member may cancel the Service Agreement in whole or in part as of the day before the date of the change in the content of the Service by submitting a written notice of cancellation within 15 days of receipt of said notice.

Article 23 (Discontinuation of Provision of the Service and Disclaimer)

The Company may suspend the provision of all or part of the Service in any of the following cases

(1) When necessary to maintain facilities, equipment, etc. related to the provision of this service.

(2) When there is a need to suspend the provision of software, etc. for the convenience of the company that provides the software, etc. related to the provision of this service.

(3) When the provision of this service becomes difficult due to interruptions in service provision by power companies, telecommunications carriers, etc.

(4) In any other cases where the Company deems it necessary to temporarily suspend the Service for operational or technical reasons.

2 In the event that the Company discontinues the provision of all or part of the Service, the Company shall notify the Member in advance of the scope and duration of the discontinuation. However, in the event of an emergency, the Company shall notify the Member after the fact. The Company shall not be liable to compensate for any damages incurred by members as a result of the suspension of all or part of the service described in the preceding paragraph.

3 The Company shall not be liable for any delay or inability to perform the whole or any part of this Usage Agreement during the term of this Usage Agreement due to acts of God, war, riot, civil commotion, natural disasters, power outages, telecommunication facility accidents, suspension or maintenance of external services such as cloud services, enactment, revision or abolition of laws and regulations, or any other reasons beyond the Company's control. The Company shall not be liable for any delay or failure in performance of the whole or any part of the Service Agreement due to an accident at the facilities, suspension of provision of external services such as cloud services, maintenance, enactment, revision or abolition of laws and regulations, or other reasons not attributable to the Company. In addition, the Company shall not be held responsible for the unavailability of the Service, loss of member data, etc. due to circumstances beyond the Company's expectations, such as failure of facilities, equipment, etc. related to the provision of the Service, trouble, power outages, abnormalities in communication lines, and system failures, unless the Company is intentional or grossly negligent. The Company shall not be held responsible for any damages incurred by members as a result of this.

Article 24 (Compensation for Damages)

Unless otherwise specified in this Agreement, the Company shall compensate for damages incurred by the Member in relation to the Service up to the amount equivalent to 12 months of usage fees received from the Member in question, if the Company is found to be willful or grossly negligent, and shall not be liable for any other damages. The Company shall not be liable for any other damages.

2 The Company shall not be responsible for any transactions or disputes that occur between members and other members or third parties in relation to this service.

Article 25 (Modification of this Agreement)

The Company reserves the right to modify these Terms of Use as deemed necessary by the Company.

2 Unless otherwise specified in this Agreement, in the event that the Company changes this Agreement, the Company shall notify the Member at least one (1) month prior to the change in the Agreement by displaying the change on the Service, sending an email to the Member's administrator's registered email address, or by any other method the Company deems appropriate. The Company shall notify the member at least one month prior to the change in the Terms of Use by displaying the change on the Service, sending an email to the registered email address of the member's administrator, or any other method the Company deems appropriate. In the event that a member does not agree with the changes to the Terms, the service may be terminated with 20 business days' notice to the Company. However, in the case of changes to the content that require the consent of the member

under the law, the Company shall obtain the consent of the member in the prescribed manner.

Article 26 (Termination and Cancellation of Contract)

The Company or a member may immediately cancel the whole or part of this User Agreement without any notice if any of the following events occur in the other party. However, for items (2) and (3), only the Company may cancel.

(1) In the event of a serious breach of contract or a serious breach of trust

(2) If we perceive a member to be a competitor of ours.

(3) When it is found that there is a false fact in the registered information

(4) In the event of suspension of payment, or in the event of provisional seizure, attachment, auction, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, or commencement of special liquidation.

(5) In the event of a bank transaction suspension

(6) When delinquent payments of taxes and public dues are made

(7) In the event that any other serious event occurs that makes it difficult to continue this Agreement that is equivalent to any of the preceding items.

2 The Member or the Company may cancel all or part of the User Agreement in the event that the other party defaults on its obligations and does not rectify the situation after a notice with a reasonable period of time has been issued.

3 In the event that all or part of the Usage Agreement is cancelled by the other party in accordance with the preceding two paragraphs, the Member or the Company shall immediately forfeit the benefit of time with respect to any and all financial obligations owed to the other party and shall immediately repay such obligations. In addition, the late payment penalty for monetary obligations under this Usage Agreement shall be 6% per annum.

Article 27 (Notice)

Notifications regarding the Service and other notifications to members from the Company as set forth in this Agreement shall be sent by e-mail and other methods determined by the Company. In addition, notices shall become effective upon transmission from the Company.

Article 28 (Survival Clause)

Even after the expiration of the Agreement or termination of the Agreement for any reason whatsoever, Articles 15, 16, 17.2, 18, 19, 21, 24, 28 and 30 of the Agreement shall remain in effect.

Article 29 (Consultation)

In the event that any questions arise regarding this Agreement, or in the event that any matters not stipulated in this Agreement arise, the Member and the Company shall consult in good faith to resolve the matter.

Article 30 (Agreed Jurisdictional Court)

The laws and regulations of Japan shall apply to all matters including the validity, interpretation, performance and dispute resolution of this Agreement.

2 Any and all disputes arising out of or in connection with these Terms of Use shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.