

MiiTel T&Cs of Use

These MiiTel T&Cs of Use (these “T&Cs”) define the terms and conditions of the contract between each entity and organization, etc. that uses the “MiiTel” service (“User”) and RevComm Inc. (the “Company”) regarding the use of the “MiiTel” and “MiiTel Meetings” service as provided by the Company (In the event that the name or content of the services is changed for any reason, including the services after such change; collectively referred to as the “Service,” including cases where the Service is provided through the Company’s subsidiaries and affiliates (the “Group Companies,” and the Company or the Group Companies which provides the Service shall be referred to as the “Service Provider.”)).

Users may use the Service only after confirming and agreeing to the “[RevComm T&Cs of Use](#)” (the “Master T&Cs”), these T&Cs, and [the explanatory materials regarding important items for the MiiTel service](#) created by the Company (“Explanatory Materials,” and together with the Master T&Cs and these T&Cs, these “MiiTel T&Cs”). In the event that the Service is used on a trial basis, the separately stipulated “[MiiTel T&Cs of Trial Use](#)” shall apply.

Article 1 (Conclusion of Usage Contract)

1. When a User submits an order form for the Service to the Service Provider and the Service Provider accepts the order or when a contract is executed between a User and the Service Provider by a method separately designated by the Company, a contract for the use of the Service (“Usage Contract”) between Users and the Company shall be deemed to have been concluded, and the User may use the Service in accordance with these T&Cs during the valid term of the Usage Contract.
2. When executing a contract as set forth in the preceding paragraph, a User warrants that the individual who electronically signs, seals or signs such contract is the representative of such User or an individual authorized by such representative to execute the contract.
3. When accepting the provision of the Service, Users shall promptly execute the procedures and confirmation required by applicable laws and regulations in Japan, such as identity verification based on the Act on the Prevention of the Transfer of Criminal Proceeds and the Telecommunications Number Usage Plan, etc., if requested by the Service Provider. In executing such procedures, confirmation, etc., Users acknowledge that the Service Provider will request the submission of identification documents, etc. and shall cooperate with the Service Provider therein.
4. Users acknowledge in advance that the provision of the Service may not start or the use of the Service may be suspended if the various procedures under the preceding paragraph are not completed or if Users do not respond to the confirmation procedures requested by the Service Provider during the valid period of the Usage Contract under laws and regulations after the Usage Contract specified in Paragraph 1 is concluded.

Article 2 (Valid Term)

1. The Usage Contract shall take effect on the day on which the Service Provider issues an ID, etc. for the Service as specified in Article 4 to Users and shall continue to be valid for the term specified in the purchase order submitted by the User to the Service Provider.
2. The Usage Contract shall be automatically renewed for consecutive terms under the same conditions if neither the Company nor the User gives notice in writing or by electromagnetic record (email, etc.) of its intent not to renew at least one (1) month before the expiration of the valid term of the Usage Contract (or by a separately agreed deadline, if otherwise agreed); provided, however, that this provision shall not apply to Usage Contracts that explicitly stipulate no automatic renewals.
3. Notwithstanding the provisions of the preceding paragraphs, a Usage Contract shall terminate automatically when the relevant User is deregistered and is no longer deemed a User under the Master T&Cs.

Article 3 (Usage Fee and Payment Method)

1. As compensation for the use of the Service, Users shall pay the usage fees as determined by the Service Provider in accordance with the calculation method described in the “Purchase Order and Usage Contract” form submitted by Users to the Service Provider, as well as any taxes in accordance with applicable laws and regulations, by the payment date specified below or by the payment date specified in the Usage Contract by a method separately agreed upon between Users and the Service Provider, such as transfer to an account specified by the Service Provider, etc. Bank transfer fees and other costs necessary for the payment shall be borne by Users.

- Payment date

- (1) Fixed cost: Last day of the month of use
 - (2) Pay-as-you-go: Last day of the month following the month of use
2. The use fee will not be reduced or refunded if Users stop using the Service or terminate the Usage Contract in the middle of the valid term stipulated in Article 2 of these T&Cs.
 3. In the event that Users delay payment of the usage fee, Users must pay to the Service Provider a late fee at the rate of 14.6% per annum for the period from the day following the payment deadline to the day on which the fee is credited to the account designated by the Service Provider. The rate per annum for late payment shall be the rate per 365 days, even for periods including leap year days.
 4. The Service Provider may change the usage fee for the Service at any time by giving prior notice of such change to Users on the Service Provider's website, in writing, by email, or by any other method that the Service Provider deems appropriate. If Users do not agree to such change, Users may terminate the Usage Contract during the prior notice period. Users will be deemed to have agreed to such change if Users do not raise any objection during the prior notice period or if Users use the Service after the expiration of the prior notice period.

Article 4 (Issuance and Administration of IDs, etc.)

1. Users may issue IDs and passwords ("IDs") for the use by Users' duly authorized officers, employees, and other persons covered under the Usage Contract. 2. Users shall not lend, transfer, or sell an ID to any party other than those covered by the Usage Contract nor allow a third party to use the ID or change the name registered for the ID.
2. Users shall be entirely responsible for the use and administration of IDs. The Service Provider shall not be responsible for the use of IDs by a third party.

Article 5 (No Warranty and Disclaimer)

1. The Service shall be provided on an "as is" basis and the Company and the Group Companies make no guarantee of any kind with respect to the Service, including, but not limited to, the acquisition of clients by Users and any improvement in the business performance of Users, the maintenance and improvement of relationships with clients or potential clients, fitness for a particular purpose, commercial usefulness, completeness, or continuity.
2. Even if a User obtains any information directly or indirectly from the Company or the Group Companies through the Service, the Company and the Group Companies make no warranties of any kind to the Users beyond what is provided in these MiiTel T&Cs.
3. Users must determine whether the use of this Service violates any laws and regulations applicable to Users or the internal rules of industry groups, etc. at their own responsibility and cost. The Company and the Group Companies make no guarantee that the use of the Service by Users complies with the laws and regulations applicable to Users or the internal rules of industry groups, etc.
4. Users shall handle and resolve transactions, communications, disputes, etc. that occur between Users and other Users, Users' current or prospective business partners, and any other third parties in connection with the Service at their own risk and responsibility. The Company and the Group Companies shall bear no liability or responsibility in relation to such matters.
5. The Company and Group Companies shall not be liable for any suspension, stoppage, termination, unavailability, or modification of the provision of the Service; the deletion or loss of the Users' messages or information; the cancellation of the Users' registration; data loss, equipment failure, or damage due to the use of the Service; or any other damage suffered by a User in connection with the Service. In the event that the Company or the Group Companies are liable for damages incurred by Users under laws or regulations or any other reason notwithstanding this paragraph and other provisions exempting the Company and the Group Companies from liability, the liability of the Company and the Group Companies shall be limited to the total amount of the service usage fee (up to 12 months, if the Usage Contract term exceeds one (1) year).

Article 6 (Handling of Information, etc.)

Information, etc., such as data, handled via the Service shall be handled pursuant to the conditions set by the Company and the Group Companies, such as the Master T&Cs and the privacy policy.

Article 7 (Termination of Usage Contracts)

Users agree that the Usage Contracts shall be terminated and the Service may be immediately unavailable, the information accumulated in the Service may be deleted, and access may be denied if any T&Cs of Use are terminated.

Article 8 (Entire Agreement)

These MiiTel T&Cs of Usage constitute the entire agreement between the Company and the Group Companies and Users concerning the subject matter contained herein and supersede all prior agreements, representations, and understandings, whether oral or written, between the Company and the Group Companies and Users concerning the subject matter of these MiiTel T&Cs of Usage.

Article 9 (Special Provision for Users of MiiTel Meetings (Zoom Integration))

If a User is engaging in the Service for "MiiTel Meetings (Zoom Integration)" and installs and uses its application, in addition to these MiiTel T&Cs, the "[Terms for MiiTel Meetings \(Zoom Integration\) App](#)" also shall apply. Such User shall confirm and agree to these additional terms.

Article 10 (Special Provisions for Users in the U.S.)

If a User is engaging in the Service in the U.S., the "[MiiTel Terms of Services \(for US users\)](#)" shall be applied to such User (for its use of "MiiTel") and the "[MiiTel Meetings Terms of Services \(for US users\)](#)" shall be applied to such User (for its use of "MiiTel Meetings"), respectively, in preference to these T&Cs.

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