

RevComm T&Cs of Use

These RevComm T&Cs of Use (the “Master T&Cs”) shall apply commonly to all parties who use any of the services or software provided by RevComm Inc. (the “Company,” “we,” “our,” or “us”) and the Company’s subsidiaries and affiliates (collectively, the “Group Companies,” and together with the Company, the “Group.” When referring to the specific company within the Group which provides the Service as defined below, such company shall be referred to as the “Services Provision Company.”) as the Group or provided by the Company or each Group Company (collectively, the “Services”) (“Users”).

When using the various services provided by the Company, the User agrees to the Master T&Cs and the T&Cs of the relevant service (regardless of the title thereof, such as “T&Cs of Use,” “Explanatory Materials” or “User’s Guide”; “Individual T&Cs,” and, together with the Master T&Cs, the “Service T&Cs”).

Chapter 1 General Provisions

Article 1 (Use of the Services)

Users can use the Services upon agreeing to the Service T&Cs. For the Services provided free of charge, you are deemed to have agreed to the Service T&Cs by using the Services.

Article 2 (Relationship with Individual T&Cs)

In addition to the Master T&Cs, there may be Individual T&Cs which provide service-specific T&Cs for certain services of the Group. In the event that there is a discrepancy between the Master T&Cs and the Individual T&Cs specific to the relevant service, the Individual T&Cs will take precedence over the Master T&Cs as far as the relevant service is concerned, unless otherwise specified.

Article 3 (Amendment to T&Cs)

1. If we deem it necessary, we may change or add to the Service T&Cs to the extent that the new Service T&Cs do not violate any applicable laws or regulations.
2. We will notify Users of the change and the details and effective date thereof in the event that we revise these Service T&Cs based on the preceding paragraph.

Article 4 (Restrictions on Application of T&Cs)

If the provisions of the Service T&Cs violate any laws and regulations that apply to a contract with a User under the relevant Service T&Cs, such provisions of the Service T&Cs shall not apply to the relevant contract; provided, however, that the validity of other provisions of the relevant Service T&Cs shall not be affected thereby.

Chapter 2 Use of Services

Article 5 (Registration of Users)

For the Services that require registration, Users may register only after consenting to the following.

- (1) The User has applied for registration of its own free will and at its own responsibility via the method prescribed by the Company.
- (2) The User has registered only true and accurate information.

Article 6 (Administration of User Registration Information)

When using the Services, Users must correct or update registered information that has expired or become outdated.

Article 7 (Issuance of IDs/Passwords)

If the User registers and meets the standards of the Services Provision Company, the Services Provision Company will issue an ID and password (“ID”) to the User for use of the Services.

Article 8 (User’s Responsibilities regarding ID/Password)

If a User logs in with the specified authentication method that identifies the User (including, but not limited to, authentication by confirming a match with registered information associated with the code uniquely assigned to each combination of IDs and phone numbers sent by a third party), the Services Provision Company shall assume that the authenticated User is using the service itself.

Article 9 (Responsibility for Equipment)

1. Users shall prepare and maintain the computers, software, other equipment, communication environment, etc. necessary to use the Services at their own expense and responsibility.
2. Users shall take security measures, such as the prevention of computer virus infection, unauthorized access, and information leakage, at their own expense and responsibility, necessary and appropriate for each User’s usage environment of the Services.
3. When downloading and installing software, etc. on a User’s computer, etc. from the Group website or by other methods at the time of the commencement of or during use of the Services, the User shall ensure that the information held by the User will not be lost or altered and that the equipment will not break down or be damaged. The Group shall not be responsible for any such damages incurred by the User.

Article 10 (Restrictions on Use of Services)

The Services Provision Company may impose limitations or conditions on Users of the Services and allow use of the Services only by registered Users, individuals over a specified age, and individuals that meet identity-verification requirements specified by the Services Provision Company. The Group has the right to reject or restrict use of the Services by antisocial forces (including past members thereof), parties related thereto, and individuals who abuse the Services or harass third parties.

Article 11 (Prohibitions)

The Group prohibits Users from engaging in the following acts (including any activity that may induce, prepare for, or be suspected to be such an act) when using the Services.

- 1) Acts that violate the laws and regulations of Japan or the country/region where Users use the Services.
- 2) Acts that infringe upon the intellectual property rights or other rights of the Group and third parties
- 3) Acts that violate social norms, public order, or morals and posting, publishing, disclosing, providing, or transmitting (collectively, “Posting”) anything that infringes upon the rights of others or disturbs others
- 4) Posting a program that destroys or interferes with the functions of software, hardware, etc. used by other Users
- 5) Acts that destroy or interfere with the functionality of the Group’s servers or networks
- 6) Acts that interfere with the Services, advertisements delivered by the Group, or services or advertisements provided on Group’s websites
- 7) Collecting or accumulating personal information, browsing history, of characteristics information (defined in the privacy policy) of other Users without the permission of such Users

- 8) Using the Services for a purpose other than the original purpose of the relevant service in light of the Company's intent to provide the relevant service
- 9) Using the IDs of other Users for the Services (even if the owner of said ID consented thereto)
- 10) Regardless of the means, obtaining IDs from others or making the Services available for use by others by disclosing or providing an ID
- 11) Acts that directly or indirectly provide benefits to antisocial forces in connection with the Services
- 12) Using the Services while impersonating Group or a third party
- 13) Acts of solicitation through misrepresentation of identity, misrepresentation of other facts, or other deceptive or socially inappropriate means
- 14) Acts that discriminate against, insult, or slander Group or a third party, acts that promote discrimination against a third party, or acts that damage the honor or credibility of the Group or a third party
- 15) In addition to the preceding items, acts that interfere with the rights of the Group or a third party

Article 12 (Responses to Prohibited Acts)

If a User uses the Services and the data that comprises the Services other than those for which we provide the Services, the Group may suspend such acts and claim an amount equivalent to the profit obtained by the User via such acts.

Article 13 (Dispute Resolution by User)

In the event that a User is notified of any complaint or claim of the Group or a third party regarding prohibited actions under the Service T&Cs, the User shall resolve such complaint or claim at its own responsibility and expense.

Article 14 (Compensation for the Group)

Notwithstanding the preceding article, if the Group incurs any costs in relation to complaints or claims caused by the actions of a User or if the Group compensates a third party in relation to such complaints or claims (including claims due to use of a User's ID, etc. by a third party whom the User allowed to use its ID etc.), etc., the relevant User shall bear all costs incurred by the Group in relation thereto (including attorney's fees).

Article 15 (Guarantees and Modifications to the Services)

The Group makes no guarantee that the Services are free from programming errors or other defects; that they are fit for a particular purpose; or that they are complete, accurate, correct, useful, or legal. The Group reserves the right to change the contents or specifications of the Services or to suspend or discontinue the provision thereof without prior notice to Users.

Article 16 (Deletion of Posts, Suspension of Services, and Deletion of IDs)

In order to operate the Services properly, the Group reserves the right to delete data posted by Users, restrict or suspend the usage of all or part of the Services, or delete User registrations without prior notice in the following cases. In addition, if a User has more than one registration, the Group may take the above actions in relation to all such registrations.

- 1) When a User has breached or the Services Provision Company determines that a User is likely to have breached any of the provisions of the Service T&Cs
- 2) In the event of any delay in payment of any amount a User owes to the Services Provision Company
- 3) When the Group determines that a User is no longer creditworthy, such as when a petition for bankruptcy or civil rehabilitation proceedings has been filed in relation to a User or when the User has filed such a petition itself

- 4) When a User registration has been made by antisocial forces, members, or related parties or when the Group determines that an issued ID has been or may be used fraudulently
- 5) When a User has not used its ID or a particular service for a certain period of time
- 6) In other cases where the Group deems maintaining the contractual relationship between the Group and a User is not possible, such as when the relationship of trust between Group and the User is lost

Article 17 (Advertisements)

The Group may place Group's advertisements or advertisements of a third party, upon its request, in the Services.

Article 18 (Disclaimers)

1. External websites linked from a third-party advertisement posted on the Services are not managed or operated by the Group. The Group is not responsible for the legality, morality, reliability, or accuracy of the content or for changes and updates to such websites. The fact that such external websites are linked from the Services does not imply any commercial relationship between the Group and such external websites.
2. The Group shall not be liable for any damages suffered by a User due to the default or tortious act of the Group; provided, however, that the Group shall be liable for the Group's willful misconduct and gross negligence.
3. If a contract regarding the use of the Services under the Service T&Cs constitutes a consumer contract as defined by Article 2, Paragraph 3 of the Consumer Contract Law (Act No. 61 of 2000) and the Group is liable for damages due to a default or tortious act, the Group shall be liable for damages only to the extent that would ordinarily arise, except where damages are caused by the willful misconduct or gross negligence of the Group. Regardless of the provisions set forth in this paragraph, however, the liability of the Company shall be limited to the total amount of the service usage fee under the contract concluded based on the Master T&Cs and the Individual T&Cs (up to 12 months, if the contract term exceeds one (1) year).

Chapter 3 Handling of Information and Data

Article 19 (Handling of Users' Data and Content)

The Group is not obligated to back up the data stored on the server managed by the Group. Users must back up their own data. The Group may reproduce data stored by Users on servers managed by the Group to the extent necessary for the maintenance and improvement of the Services.

Article 20 (Confidentiality)

1. "Confidential Information" means all information regarding the technology, sales, business, finance, organization, and other matters of the Group or Users that the Group or Users have disclosed to or learned from the other party in writing, orally, or via a recording medium in connection with the usage of the Services or with contracts related to the usage of the Services.
2. Notwithstanding the preceding paragraph, the following information shall not be treated as Confidential Information.
 - 1) Information that was already known and did not carry an obligation of confidentiality at the time it was provided, disclosed, or learned
 - 2) Information that was already publicly known at the time it was provided, disclosed, or learned
 - 3) Information that becomes public knowledge through no fault of the recipient after it was provided, disclosed, or learned

- 4) Information that is lawfully obtained without a confidentiality obligation from a third party authorized to provide or disclose it
- 5) Information that is developed independently and unrelated to the other party's Confidential Information
- 6) Information that the disclosing party has confirmed in writing is not confidential
3. The Group will use Confidential Information only for the purpose of providing the Services. In addition, we shall not provide, disclose, or leak the Confidential Information of any User to any third party without the written consent of such User.
4. The Group may disclose Confidential Information among the companies in Group for the purpose of providing the Services to Users.
5. Users shall use Confidential Information only for the purpose of using the Services. In addition, Users shall not provide, disclose, or leak the Confidential Information of the Group to any third party without the written consent of the Group.
6. Notwithstanding the provisions of paragraph 3 and preceding paragraph of this Article 20, the Group or a User may disclose Confidential Information in the event that the Group or the User is obliged to disclose Confidential Information by law or by the rules of a financial instruments exchange, etc. In such case, the disclosure must be limited to the minimum necessary extent to meet the obligation. In the event that a User is ordered to disclose such information, the User must promptly notify the relevant company of the Group thereof.
7. The Group and Users shall obtain consent from the other party in advance when copying a document or magnetic recording medium containing Confidential Information, except when the need for copying arises in connection with the provision and use of the Services. Furthermore, the administration of such copies shall be strictly carried out in accordance with paragraphs 3 and 5 of this Article 20.
8. Whenever requested by the relevant company of the Group that has disclosed Confidential Information, Users shall promptly return or dispose of Confidential Information and any documents or other recording media in which Confidential Information is stored or contained as instructed by such relevant company of the Group.

Article 21 (Protection of Personal Information)

1. The Group shall handle the personal information of Users and the personal information stored by Users on the Services appropriately based on the [privacy policy](#) (the "Privacy Policy") separately established by the Group.
2. If Users store information containing personal information in the Services, the Group shall not use such information for any purpose other than the provision of the Services and the uses outlined in paragraph 1 of the following article. The Group will take reasonable safety management measures to protect personal information from risks such as loss, destruction, falsification, leakage, etc. under personal information protection laws (the "Personal Information Protection Law") and the Privacy Policy and will strictly manage the personal information.

Article 22 (Handling of Stored Information)

1. Users shall be responsible for managing the stored information that they have accumulated on the Services, including voice data. The Group will not inspect, verify, or disclose to any third party the content of such stored information. However, if any of the following items applies, Users acknowledge and agree that the Group may view, verify, analyze, use, or disclose to a third party the content of such stored information.
 - 1) Where necessary to protect the life, health, property, or other serious interests of a User or the public
 - 2) When disclosure is requested pursuant to laws and regulations or permitted under other laws and regulations, etc.
 - 3) When a User has breached the Service T&Cs or where necessary to confirm whether a User has committed such breach

- 4) When we check whether or not the environment related to the User is consistent with the conditions of usage applicable to the User
 - 5) Where necessary to conduct a survey or analysis for the operation of the Services or to improve or enhance the Services (including, but not limited to, automatic transcription of call contents, conversation analysis by AI, business efficiency evaluations, etc.)
 - 6) When permitted under the Master T&Cs, Individual T&Cs, or any confidentiality agreement, personal data protection agreement, or other agreement separately concluded between any company of the Group and the User regarding the Services
- 2- Before using the Services, Users must properly inform the contents of the preceding paragraph to their staff or members, etc. (in case of such User is an entity or organization) who will use the Services, ensure their understanding thereof, and also ensure that all communication counterparties fully understand the preceding paragraph.

Chapter 4 Terms of Use for Software

Article 23 (Terms of Use for Software Provided by the Group)

This article applies to software provided by the Group to Users for the Services. Users shall use the Services in accordance with the provisions of this article.

1) Definitions

The “Software” provided by each company of the Group for the Services means application programs provided by each company of the Group (including programs such as widgets) and application programming interfaces (APIs) for the Group’s web services, development support tools such as software development kits (SDKs) (including services such as the Group’s website services provided through such development support tools), the software necessary for using services provided by each company of the Group such as content viewers, and all other software provided by each company of the Group (including updated versions, modified versions, replacement, and reproduction).

Software also includes any software developed by Users using the Software provided by the each company of the Group. The User assumes all responsibility for any software components that the User has developed using such Software (“Self-Developed Software”).

2) Restrictions on usage

At any time and at the sole discretion of each company of the Group, without notice to the User, each company of the Group may restrict the User’s usage of Software or any particular features thereof, such as by limiting the number of times the User may access the Services via the Software, the duration of access, etc.). Additionally, at the discretion of each company of the Group and without prior notice to Users, each company of the Group may terminate support for Software or make any revisions to the Software (including updates).

3) Compliance related to Software

When using Software, the following actions (including any actions that may induce, prepare for, or be suspected as such actions) are prohibited.

- (1) Reverse engineering, disassembling, decompiling, or otherwise deciphering the source code
- (2) Using Software to control equipment that may endanger the life, health, or property of a person
- (3) Using Software or Self-Developed Software or allowing a third party to use Software or Self-Developed Software for the purpose of receiving any compensation
- (4) Selling, leasing, or licensing Software without obtaining prior consent in writing or in any other manner specified by each company of the Group

- (5) Using Software that exceeds the reasonably necessary number, abusing Software, or using Software in a manner that does not comply with the instructions of each company of the Group regarding the usage of Software
- (6) Using Software in a manner that is not in accordance with the purpose for which the Software is provided or using Software in a manner that each company of the Group deems inappropriate.

4) Ownership of rights

All rights to Software, executable files, and other software (including the rights stipulated in Articles 27 and 28 of the Copyright Act; hereinafter the same) belong to each company of Group or its business partners who own the copyrights, etc. in such software. If copyrights or other rights arise in connection with improvements, modifications, adaptations, or additional developments (“User-Developed Portions”) made by the User to the Software provided by each company of Group, each company of Group and its business partners shall have an irrevocable, non-exclusive right to such User-Developed Portions for an indefinite period without any payment of a separate royalty fee; provided, however, that this provision shall not apply if a separate agreement establishing the terms and conditions of use of the User-Developed Portions is executed and valid.

5) No warranty

As stipulated in Chapter 1 hereof, the Group makes no guarantee that the Software that the Group provides will be free from errors, bugs, logical fallacies, defects, interruptions, or other defects. Furthermore, the Group makes no guarantees as to the reliability, accuracy, completeness, or validity of the Software. The Group provides the Software on an “as is” basis and without warranty of any kind, either express or implied, including, but not limited to, implied warranties of fitness for a particular purpose, utility (usefulness), security, title, and non-infringement.

6) Special terms regarding API

The following special terms apply when APIs provided by any company of the Group are used.

- (1) When a User develops software using APIs provided by any company of the Group, the User must comply with the “Guidelines for Credit Indication” and the “Credit Placement Rules.”
- (2) The User must use an application ID provided by any company of the Group for the Self-Developed Software to identify the Self-Developed Software. Application IDs and other information will be transmitted to any company of the Group upon the usage of Self-Developed Software.

Chapter 5 Miscellaneous

Article 24 (Attribution of Rights)

1. All ownership and intellectual property rights relating to the Services, including, but not limited to, copyrights (including the rights stipulated in Articles 27 and 28 of the Copyright Act), patent rights, utility model rights, design rights, trademark rights, the rights to acquire these rights or apply for registration, etc. thereof, including other know-how and technical information, belong to the Company, each company of the Group Companies or the licensor who has granted the license to each company of the Group. The license to the Services under the Service T&Cs does not and shall not be construed as granting any license to the intellectual property rights of the Company, each company of the Group Companies or the licensor who has granted the license to each company of the Group for the Services.
2. The rights belonging to the Company, each company of the Group Companies or to the licensor who has granted a license to each company of the Group as stated in the preceding paragraph may be used only within the scope explicitly granted by the Company, each company of the Group Companies or the rights holder concerned and may not be used outside of such scope.

3. Users shall not, for any reason, engage in any conduct that may infringe upon the intellectual property rights of the Company, each company of the Group Companies or any licensor who has granted a license to each company of the Group (including, but not limited to, disassembly, decompilation, and reverse engineering).
4. Users and each company of the Group shall not use the trademarks, logos, service marks, etc. (“Trademarks”) of the other party without the prior consent of the other party and shall not use or register any Trademarks similar to the Trademarks of the other party.

Article 25 (Notification or Communication)

If Users wish to contact any company of the Group, they may do so through the inquiry page provided by the relevant company of the Group or by sending an email to the address designated by the relevant company of the Group. In principle, the relevant company of the Group will respond to inquiries from Users only by email.

Article 26 (Exclusion of Antisocial Forces)

1. Users and the Group represent and warrant that the relevant User, the Group, and their agents, officers, and persons who substantially control management are not now and will not be an organized crime group, an organized crime group member, a person for whom five (5) years have not passed since he/she ceased being a member, an associate of an organized crime group member, a company related to an organized crime group, corporate extortionist, political racketeering organization, special intelligence violence group, or any other equivalent of the above (an “Antisocial Force”), or any of the following.
 - 1) Having a relationship in which the management is controlled by an Antisocial Force
 - 2) Having a relationship in which an Antisocial Force is substantially involved in the management of the company
 - 3) Using an Antisocial Force unfairly for the purpose of gaining fraudulent profits personally, for the company, or for a third party or for the purpose of damaging a third party, etc.
 - 4) Providing funds or facilities to an Antisocial Force
 - 5) Having a socially reprehensible relationship with an Antisocial Force
2. Users and the Group shall not themselves nor have third parties engage in any of the following.
 - 1) Making violent demands
 - 2) Making unreasonable demands beyond legal responsibility
 - 3) Using threatening behavior or violence in relation to transactions
 - 4) Spreading rumors, using fraud or force to damage the other party’s credibility, or obstructing the other party’s business
 - 5) Other acts similar to the preceding items
3. In the event that the User and the Group enter into a subcontracting or outsourcing contract, etc. (“Subcontract”) with a third party in connection with any contract, the User and the Group shall cause the counterparty of the Subcontract or an agent acting on behalf of the counterparty (when there are several Subcontracts, the counterparties or agents of all Subcontracts; “Subcontractors”) to guarantee the stipulations of paragraph 1 of this article and to ensure that such party will not engage in any of the acts stipulated in paragraph 2 of this article.
4. If there are reasonable grounds to suspect that the other party has breached any of the preceding three (3) paragraphs, the non-breaching may investigate whether such breach occurred, and the other party shall cooperate in such investigation. In addition, each party shall immediately notify the other party in the event that any one of the preceding three (3) paragraphs applies.

5. Regardless of contracts between the parties other than these Master T&Cs, if a party breaches a paragraphs 1, 2, or 3 of this article or if a party does not comply with the stipulations of the preceding paragraph upon the request of the other party, the other party may cause any liability of the other party to be accelerated and become immediately due and payable and terminate all or part of any contracts immediately without any requirement of notice or demand. In such event, the other party may claim compensation for all damages (including attorney's fees, etc.) it has incurred as a result of such termination.
6. The terminating party shall not assume any obligation or liability for damages incurred by the other party as a result of termination in accordance with the preceding paragraph.

Article 27 (Prohibition of Assignment of Rights and Obligations)

Users may not transfer their contractual status or any part of the rights and obligations arising therefrom with respect to all contracts based on the Service T&Cs to any third party without the prior written consent of the relevant company of the Group.

Article 28 (Governing Law and Jurisdiction)

1. Japanese law shall govern the conclusion and validity of contracts based on the Service T&Cs and the interpretation of the Service T&Cs.
2. The Tokyo District Court shall have exclusive jurisdiction in the first instance over any dispute between any company of the Group and a User arising out of or in connection with the Services (including data posted by other Users and advertisements).

Article 29 (Language)

The Service T&Cs may be written in more than one language. In the event of any inconsistency between each language version of the Service T&Cs, the Japanese version shall take precedence over the English version, followed by the other language versions. However, if the laws and regulations of the country or region to which the Services are applied stipulate a preferred language, such provision of the relevant laws and regulations shall apply.

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