# Terms of Use

Thank you very much for using the services provided by Churapps Co., Ltd.(hereinafter, "we/our/us") (hereinafter, "the Service").

Users are kindly requested to follow the Terms of Use when using the Service.

#### User registration

User registration will be completed when we approve an application for registration by an applicant. We may not approve an application for registration if we judge it inappropriate; for example, the applicant violated the Terms of Use in the past. We will not disclose reasons for rejection.

### Management of user name

Users should manage their user names and passwords for the Service under their responsibility. Do not let others know your password to protect your user name.

Users must not assign or lend their user names or passwords to a third party. If a combination of a user name with a password corresponds to the registered data in logging in, we will regard it as being used by the user who registered the user name. If you find unauthorized use of your user name, promptly report to us.

### Use of the Service

Users must not commit wrongdoing in use of the Service, for example, destroying or disturbing functions of our servers/networks. If we judge any act of a user a wrongdoing, we may restrict the user's use of the Service or terminate the user's registration without prior notice. In this case, we shall bear no liability for any damages the user incurs arising from the restricted use and the like.

### Protection of personal information

Our privacy policy describes how we handle users' personal information. Prior to use of the Service, you must agree that we use users' personal information in accordance with the privacy policy.

### **Discontinuation of the Service**

We may discontinue or halt the provision of the Service without prior notice to users if we judge it is difficult to provide the Service, for example, when carrying out maintenance and inspection or updating the computer system relating to the Service. We accept no liability for disadvantage or damage a user or a third party incurs arising the discontinued or halted provision of the Service irrespective of the reason.

# **Disclaimer of Warranties and Limitation of Liability**

We pay reasonable attention when providing the Service. However, we do not guarantee that there are no factual or legal defects in the Service (including deficiencies relating to safety, reliability, accuracy, integrity, efficacy, compatibility with specific purposes, security; errors; bugs; infringement of rights).

We bear no liability for any damages users incur through the Service except in cases of intentional or gross negligence. Even if we are legally liable, we bear no liability for damages arising from special circumstances.

### Changes in details of the Service and/or Terms of Use

Due to continuous changes and improvements of the Service, we may delete posted data, change details or conditions of use of the Service, or discontinue the provision of the Service without notice to users. We shall bear no liability for damage the user incurs arising from any of the cases above.

We reserve the right to modify the Terms of Use without requiring individual user consent in the following cases

(1) If the modification of the Terms of Use conforms to the general interest of the users.

(2) If the modification of the Terms of Use is not contrary to the purpose of this agreement, and it is reasonable in light of the necessity of the modification, reasonableness of the modified content, and other circumstances pertaining to the modification.

When modifying the Terms of Use, we will notify users in advance of the modification, the contents of the modified Terms of Service, and the effective date of the modification.

# Notice or contact

We give notice to and make contact with users by methods specified by us.

# Governing law and jurisdiction

The interpretation of the terms is governed by laws of Japan.

In the event of any disputes arising from the Service, Tokyo District Court or Tokyo Summary Court shall have an agreed exclusive jurisdiction.

Established on August 31, 2023