

O2kare Terms of Use

These Terms of Use (the "Terms") set forth the terms and conditions for the provision of the Service named "O2kare" (including the new service if the name or content of this service is changed for any reason . the "Service") provided by Japan Cash Machine Co. Ltd. (the "Company") , and the rights and obligations between the Company and the Users. You must agree to the Terms by reading the entirety before using the Service.

Article 1 Scope

1. The purpose of the Terms is to set forth the terms and conditions for the provision of the Service and the rights and obligations between the Company and the Users, and the Terms shall be applied to all aspects of the relationship between the Users and the Company in connection with the Service.
2. Any conditions for the User's use of the Service posted on our website (the "Conditions") shall constitute an integral part of the Terms.
3. If there is any conflict between the Terms or any other description regarding the Service not provided for herein, the conditions set forth in the preceding Paragraph shall prevail.

Article 2 Definitions

For purposes of the Terms, the following terms have the following meanings.

- (1) "Service Agreement" means the agreement relating to the User's use of the Service to be executed under the terms and conditions of the Terms between the Company and the User.
- (2) "Website" means the website with the domain name [o2bridge.com] (if the domain name or content thereof is modified for any reasons, such modified website is included) which is operated by the Company. .
- (3) "User" means any entity or person that has been registered as a user of the Service pursuant to Article 3 (Registration).
- (4) "User Facilities" means the facility or store for which the User has the rights to manage.
- (5) "Camera" means the camera installed by the User at the User Facilities for the User's use of the Service, which measures temperature using thermography.
- (6) "Dedicated Terminals" means the computer installed at the User Facilities connected to the Camera when the User uses the Service and the touchless sensor for the purpose of switching the stamping of entry/exit times.
- (7) "Security Gate" means the gate that the User selectively places at the User Facilities to allow

authorized people passage when using the Service.

- (8) "Equipments" means the equipment necessary for the User's use of the Service, such as the Camera, the Dedicated Terminals, and the Security Gate.
- (9) "Entrusted Data" shall mean information regarding the User's employees and other persons (the "Employees, etc.") that the User entrusts to the Company for handling through the Service.
- (10) "IP Rights" means copyrights, patents, utility model rights, design rights, trade mark rights, and other intellectual property rights (including rights to obtain or apply for such rights).
- (11) If the User uses the Services in Japan, "Privacy Act" means the Act on the Protection of Personal Information (Act No. 57 of May 30, 2003), and if the User uses the Services in the Philippines, "DPA" means the Data Privacy Act of 2012 (Republic Act No. 10173).
- (12) If the User uses the Services in Japan, "Personal Information" means the personal information as defined in Article 2 (1) of the Privacy Act, and if the User uses the Services in the Philippines, "Personal Information" means as defined in Sec.3 (g) of the DPA.

Article 3 Registration

- 1. A person wishing to use the Service may apply to the Company for registration to use the Service by agreeing to comply with the Terms and providing certain information as specified by the Company (the "Registration Information") in accordance with the manner as may be prescribed by the Company.
- 2. The Company shall determine whether to register a person who has made an application pursuant to Paragraph 1 of this Article 3 (the "Applicant") in accordance with the Company's criteria. If the Company approves the registration, it shall notify the Applicant to that effect. The Applicant's registration as a User shall be completed upon the notice by the Company pursuant to this Paragraph.
- 3. Upon completion of the registration pursuant to the preceding Paragraph, the Service Agreement shall become effective between the User and the Company, allowing the User to use the Service pursuant to the Terms.
- 4. The Company reserves the rights to refuse registration or re-registration of any Applicant without any obligation to disclose the reasons, in the event that:
 - (1) The Applicant is determined by the Company that there is a possibility of violating the Terms.
 - (2) The whole or any part of the Registration Information provided by the Applicant to the Company is found to be false, inaccurate, or omitted;
 - (3) The Applicant is determined by the Company to (i) constitute an organized crime group or a member thereof, rightist organization, anti-social force, or other similar person or entity (collectively, "Antisocial Force"), or (ii) have any interaction or involvement with an

Antisocial Force in any manner such as assisting or being involved in the maintenance, operation or management of an Antisocial Force by providing funds or other means;

- (4) The Applicant is determined by the Company that a party have violated the Service Agreement with the Company or have been involved with such breaching party; or
- (5) In addition to the foregoing, the Company deems the registration inappropriate.

Article 4 Change to Registration Information

1. The User shall promptly notify the Company of any change to the Registration Information in the manner as prescribed by the Company.
2. The Company shall not be liable for any damages incurred by the User or any third party due to the User's failure to notify the Company of as described in the preceding Paragraph .

Article 5 Account

1. The Company shall issue a user ID and password (the "Account") to the User after the Applicant completes the registration.
2. The User shall be responsible for keeping and maintaining its Account for the Service in an appropriate manner, and may not cause a third party to use, or provide, transfer, change the name of, sell or otherwise dispose of, the same.
3. The User shall be, and the Company shall in no event be, liable for damages arising out of inappropriate management, misuse, or use by a third party of the User's Account, and the Company shall not be responsible for any such damage.
4. The Company shall deem all acts of the User of the Service performed after the Account is issued to belong to the User.
5. The Company may suspend the User's Account if the Company determines that the User's Account may have been misused or abused according to the Company's standards. In such case, the User shall carry out the cancellation procedure for the suspension of use in accordance with the procedure determined by the Company. The Company shall not be liable for any damages arising from the inability of the User to use their account as a result of such measures taken by the Company.

Article 6 Use of the Service

1. The User can manage the registration items, room entry/exit records, and visit history of Employees, etc. through the Service by providing the Company with Entrusted Data for which analysis is entrusted to the Company in accordance with the following article.
2. For more details about the Service such as contents, functions, and so on, please refer to the pages

related to the Service on the Website. The company may modify the Service, such as adding, changing or deleting the contents and the functions thereof, at any time without prior notice based on the judgment of the Company.

Article 7 Providing Data by Users

1. The User shall entrust the company with the analysis of facial recognition data for its smooth use of the Services (this includes, but is not limited to, annotation, trimming or modification of the Entrusted Data and database construction.) and the handling of other data to be separately agreed with the Company (collectively the "Data Services"), and the Company shall undertake this.

Article 8 Handling of Personal Information

1. The Company's handling of the User's Personal Information shall be governed separately by the Company Privacy Policy (Japanese: <https://www.jcm-hq.co.jp/ja/privacy.html>、 English: <https://www.jcm-hq.co.jp/en/privacy.html>), and the User agree that the Company shall handle the User's Personal Information in accordance with this Privacy Policy.
2. In the event that Personal Information is included in the information submitted by the User to the Company in using the Service, the User represents and warrants to the Company that all of the following facts are accurate and true.
 - (1) The User has a legitimate right under the Privacy Act or the DPA, and other applicable laws and regulations to obtain and provide the Personal Information to the Company.
 - (2) The User complies with the Privacy Act or the DPA, and other applicable laws and regulations (including obtaining the consent of the data subject as required under the Privacy Act or the DPA).
3. The User shall, at its own expense and responsibility, take all necessary steps to comply with the Privacy Act or the DPA, and other applicable laws and regulations.
4. The Company may, at its discretion, use and disclose information, such as data and so on, provided by the User to the Company as statistical information in a form that does not identify the individual, and the User shall not object to this.

Article 9 Handling of Equipments

1. The User shall purchase or lease the Equipments from the Company or a third party designated by the Company ("Sales Partner Company"), and shall install the Equipments in the User Facilities at the User's own responsibility.
2. The User shall manage the Equipments leased in accordance with the preceding Paragraph with the duty of care, and shall promptly return the Equipments to the Company or the Sales Partner

Company when the Company or the Sales Partner Company requests the return of the Equipments or when the Service Agreement is terminated.

Article 10 Fees and Payment Conditions

1. In consideration for the User's use of the Service, the User shall pay the usage fees as prescribed separately by the Company or Sales Partner Company pursuant to the payment conditions designated by them.
2. Even in the event of termination in accordance with Article 19, the Company shall not refund the usage fees.
3. If the User fails to pay the aforementioned fees when due and payable, it shall be obligated to pay a default penalty at the rate of 12.0% per annum.

Article 11 Entry and management of data

1. The User understands that information output by the Service is based on data provided by the User to the Company. The User assumes all responsibility for the legality, the legitimacy, and the truthfulness of such data provided for the purpose of outsourcing the Data Service.
2. The User shall be responsible for the preservation of data entered, provided, or transmitted in connection with its use of the Service (including, but not limited to, data provided to the Company for the purpose of outsourcing the Data Service).
3. The Company provides a function with the content determined by the Company to save the User's input and registered data for the purpose of recovery from loss due to failure, mis-operation, and so on. However, the Company does not guarantee that all data will be saved and restored by this function. In the case of restoration by the function, the Company shall provide support for a fee.

Article 12 Telecommunication line

1. The User shall, at the User's own responsibility and expense, secure and maintain the telecommunications lines necessary to access the Website from the terminals (This includes but is not limited to the Dedicated Terminals.) and required to use the Services from the Company, for which the Company shall bear no responsibility or liability.

Article 13 Outsourcing

1. The Company may outsource all or part of the work related to the provision of the Service to a third party without the User's consent. However, in that case, the Company shall be responsible

for managing the outsourcing contractor.

Article 14 Use of linking services

1. When the User use any service provided by a third party in connection with its use of the Service ("linking services"), the User shall comply with the terms of use and other contractual provisions of that service provider in addition to the Terms.
2. In the event of any conflict or inconsistency between the terms and conditions and/or other contract provisions of the Terms and those of the linking service provider, the Terms shall prevail between the Company and the User.

Article 15 Prohibited Actions

When using the Service, the User may not conduct any act that falls under, or is determined by the Company to fall under, any of the following:

- (1) acts that violate or may violate any laws or regulations, the Terms or other agreements related to the Service;
- (2) acts against public order and good morals or that interfere with any provision of the Service or use of other Users, or that may cause such acts;
- (3) acts of unauthorized access to any hardware or software that constitutes the Service or of cracking, or other acts that hinder the facilities, and so on;
- (4) acts of reverse engineering or other analysis of software that constitutes the Service;
- (5) acts that may cause the interruption of operations of the Service;
- (6) acts to access the network or system of the Company improperly;
- (7) acts to use the Account of other Users of the Service;
- (8) acts to view, change, or falsify data of other Users, or that may cause such acts;
- (9) acts that cause disadvantage, damage, or uncomfortable feelings to the Company, other Users of the Service, or other third parties;
- (10) acts that, directly or indirectly, cause or facilitate the acts listed in Items (1) through (9) above;
- (11) attempts to conduct any of the acts listed in Items (1) through (10) above; or
- (12) other acts that the Company deems inappropriate.

Article 16 Ownership of Rights

1. Any and all IP Rights related to the Website and the Service are expressly reserved by the Company or its licensor. Nothing contained herein shall be construed as granting to the User a license of the IP Rights related to the Website and the Service owned by the Company or its

licensor.

Article 17 Infringement of the rights of third parties

1. In the event that a third party makes a claim, dispute, or other demand regarding IP rights (the "Claims, etc.") against the User in relation to the use of the Service, the User shall immediately notify the Company in writing.
2. The Company shall not be liable for any Claims, etc. arising between the User and a third party in relation to the User's use of the Service, unless the contents of such Claims, etc. are attributable to the Company. In addition, even if a Claim, etc. arises out of any reason attributable to the Company, if the User fails to notify the Company of the occurrence of a Claim, etc. promptly in violation of the provisions of the preceding Paragraph, and the Company loses the opportunity to provide appropriate defense, the Company shall not be responsible for the Claim, etc. and the reasons for the occurrence.

Article 18 Stop of the Service

1. The company may temporarily stop the Service on a regular or as-needed basis for maintenance purposes.
2. The company shall notify the User prior to any maintenance activity. However, in the event of an emergency, the Service shall be stopped without prior notice and the User shall be notified immediately thereafter.
3. In addition to the provisions of Paragraph 1, the company may temporarily stopped the Service in the event that it is judged that the continuation of the Service may cause serious hindrance to the User due to obstruction by a third party or in other unavoidable circumstances.
4. The Company shall not be liable for any disadvantage or damage incurred by the User due to such stop of the Service conducted in accordance with this Article.

Article 19 Suspension or Termination of Use by the Company

1. In the event that the Company judges that the User falls under any of the following items, the Company may suspend the provision of the Service or terminate the whole or part of the Service Agreement without notice or demand to the User.
 - (1) The User commits an act that interferes with the business of the Company;
 - (2) The User violates the Service Agreement, laws, ordinances, regulations, other rules, and so on;
 - (3) Insolvency, bankruptcy, liquidation or dissolution, commencement of any proceeding against the User under the provisions of any insolvency or bankruptcy law or any law for the relief of debtors, appointment of a trustee, a receiver, an administrator, a custodian or a liquidator

over any of the User's assets or property, issuance of an order for the attachment of the User's assets or property, general assignment by the User for the benefit of its creditors, and assignment of its business to any third party.

(4) In the event that the business is suspended or the business license or registration is revoked by the regulatory authorities; or

(5) In the event of one of the reasons listed in each item of Article 3, Paragraph 4.

2. In the event that the User violates the Service Agreement or a serious event occurs that makes it difficult to continue providing the Service for reasons attributable to the User ("Violation, etc."), the Company may terminate the Service Agreement in whole or in part if the User does not correct the Violation, etc. within 14 days despite the Company's written notice.

Article 20 Modification

1. The Company reserves the right to modify the contents of the Terms at any time at its discretion. In the event of any modifications to the Terms, the Company will notify the User by posting the modifications on the Website or by other means determined by the Company.
2. The modified Terms shall take effect at the time when the Company announces the modification of the Terms on the Website.
3. If the User does not agree to the modified Terms, the User shall immediately stop using the Service. If the User continues to use the Service after the modification of the Terms, the User shall be deemed to have agreed to the modified Terms.

Article 21 Discontinuation

1. The Company reserves the right to discontinue part or all of the Service at any time at its discretion.
2. In the event that the Company discontinues part or all of the Service, the Company shall notify the Users at least three months prior to the discontinuation.
3. In the event that the Company discontinues the Service for unforeseeable or unavoidable reasons, such as the enactment, revision, or abolition of laws or regulations, or natural disasters, and if three months or more advance notice is not possible, the Company shall not be obligated to provide the notice described in the preceding Paragraph. Even if this is the case, the Company shall notify the User as soon as possible.
4. When the notice is given in accordance with the procedures set forth in this Article, the Company shall not be liable for any result of the discontinuance of the Service.

Article 22 Processing after Termination

1. The User shall immediately terminate its use of the Service when the Service Agreement is terminated for any reason whatsoever.
2. The Company may erase all data stored in the Service within 30 days from the date of termination of the Service Agreement, when the Service Agreement is terminated for any reason.
3. The Company shall not be obligated to compensate the User for any damage caused by the erasure of data in accordance with the preceding Paragraph.

Article 23 Limitation of Warranty

1. THE COMPANY DOES NOT MAKE WARRANTIES, EXPRESS OR IMPLIED, (i) that the Service fits or is suitable for a particular purpose contemplated by the User, (ii) that the Service has expected functions, commercial value, accuracy or usefulness, (iii) that the Service and the User's use of the Service do not infringe on the rights or interests of any third party, (iv) that the Users shall be able to use the Service successfully, (v) that the Service shall be free of interruption or defects, or (vi) that the user uses the Service successfully on all operating system and web browser. With respect to (vi), the Company also undertakes no warranty or obligation to verify the operation or take any corrective action to provide such warranty.
3. The Camera and the Dedicated Terminal are not medical devices. The accuracy and results of the acquired data are not guaranteed. If the User notice anything unusual in the acquired data, please follow the instructions of a professional immediately.
4. Upon delivery of the Equipments to the User by the Company or the Sales Partner, the User shall check the operation of the Equipments and ownership thereof shall pass to the User. The Company or the Sales Partner shall not accept the return of the Equipments that the User has acquired from the Company or the Sales Partner.
5. In the event of any malfunction of the Equipments not attributable to the User at the time of the operation check in accordance with the preceding Paragraph, the Company or the Sales Partner shall replace the Equipments. However, any malfunction found after completion of the operation check shall not be subject to replacement.
6. If the Equipments are damaged due to reasons attributable to the User, the Company shall not provide any warranty such as replacement. However, this shall not apply if the damage due to reasons attributable to the Company.

Article 24 Limitation of Disclaimer and Damages

1. The Company shall be liable for the Service only to the extent limited in accordance with the Articles of the Terms. The Company shall not be liable for any matter that is not warranted or guaranteed, for which the Company assumes no responsibility, or for which the User assumes responsibility in accordance with the Articles of the Terms.

2. The Company shall be liable for damages only if the Company intentionally or grossly negligently, even if the User suffers damages in connection with the Services due to reasons attributable to the Company.
3. In the case of the preceding Paragraph, the extent of the Company's liability for compensation shall be limited to "the equivalent of 3 months' worth of usage fees the Company has received for the Services (which shall be three (3) months of the monthly usage fee obtained by dividing the annual usage fee by twelve (12))", and the Company shall not be liable for compensation for incidental damages, indirect damages, special damages, future damages, or damages for lost earnings.
4. In the event that any provision in the Terms that exempts or limits the Company's liability becomes invalid, the Company shall be liable to compensate the User only for any direct and actual damages actually incurred by the User.

Article 25 Confidentiality

The User shall keep confidential any and all non-public information disclosed in relation to the Service by the Company to the User for which the Company, at such disclosure, requires the User a confidential treatment, unless the User has obtained the prior written approval from the Company.

Article 26 Notice

1. Any communications or notices from the User to the Company, including but not limited to inquiries with respect to the Service, and any communications or notices from the Company to the User, including but not limited to notices concerning any amendment to the Terms shall be made in accordance with the procedures specified by the Company.
2. Any communication or notice made by the Company that is sent to the e-mail address included in the Registration Information of a User shall be deemed to be received by the User.

Article 27 Assignment

1. The User shall not assign, transfer, grant security interests on or otherwise dispose of the Service Agreement or its rights or obligations under the Terms without the prior written consent of the Company.
2. In cases where the Company transfers the business regarding the Service to a third party, the Company may, as part of such transfer, assign to the third party the Service Agreement, the rights and obligations of the Company under the Terms, and the Registration Information and other information relating to the User, and the User hereby agrees to such transfer in advance. The business transfer referred to above in this Paragraph shall include, in addition to the usual form of

business transfer, a company split or any other form that would result in a business transfer.

Article 28 Severability

If any provision of the Terms or a part thereof is held to be invalid or unenforceable under Consumer Contract Law of Japan or other laws or regulations, the remaining provisions hereof or the remaining portion of the provision held invalid or unenforceable in part shall remain in full force and effect.

Article 29 Force Majeure

In the event that the performance of the Service is prevented by a natural disaster, the establishment, revision, or abolition of laws or regulations, or any other force majeure, the Company shall not be liable for any damages incurred by the User due to such force majeure, regardless of the Service Agreement or any other provisions.

Article 30 Consultation

In the event that any objection or doubt arises between the Company and the User regarding the interpretation of the Terms, or in the event that any matter not stipulated in the Terms arises, the Company and the User shall consult in good faith to amicably resolve the matter.

Article 31 Governing Law, Jurisdiction and Arbitration

1. The Terms shall be governed by the laws of Japan without regard to conflict of laws principles.
2. Any and all disputes arising out of or relating to the Terms, If the User uses the Services in Japan, it shall be subject to the exclusive jurisdiction of the district court having jurisdiction over the location of the head office of the defendant, if the User uses the Services in Philippines, it shall be subject to arbitration by the Osaka office of the Japan Commercial Arbitration Association.