

## Terms of Service

Date of enactment: May 22, 2018

Date of amendment: June 4, 2020

The Terms of Service (hereinafter referred to as “Terms of Service”) set forth the terms and conditions that apply to the use of various experimental services provided by Val Laboratory Corporation (hereinafter referred to as “Val”) on its website “mixway”.

The Terms of Service apply to customers using “mixway” (hereinafter referred to as “Customer(s)” or “You”). Your use of “mixway” is conditioned upon Your agreement with the Terms of Service. By starting to use “mixway”, You will be deemed to have accepted the provisions of the Terms of Service.

The Japanese version of the Terms of Service is the official version. In the event of any discrepancies or differences between the Japanese version and the English version, the Japanese version will prevail.

### Article 1 (Intellectual Property Rights)

Copyrights and any other intellectual property rights to “mixway” belong to Val or third party licensors who granted Val a license to use such rights.

### Article 2 (Connection fees)

You will need to have a contract with a mobile phone service provider to use “mixway”. You will be responsible for all connection fees under such mobile phone service contract.

### Article 3 (Registered trademarks / trademarks)

Service names, service marks and logos displayed in “mixway” are registered trademarks or trademarks of Val or other owners.

### Article 4 (Handling of location information and browsing history information)

1. “mixway” allows You to use Your location information (hereinafter referred to as “Location Information”) collected through GPS and other functions.
2. Val collects Location Information and retains the history in “mixway”, and uses such information for the purpose of providing functions or information (including advertising) tailored to You.
3. Val collects information regarding Your browsing history such as operations, station name input or other information on “mixway” (hereinafter referred to as “Browsing History”) and

uses such information for the purpose of providing functions or information (including advertising) tailored to You.

4. Val treats Location Information and Browsing History (hereinafter collectively referred to as “Location and Other Information”) in the same manner as personal information if such information makes the Customers personally identifiable through cross-referencing with such Customers’ information maintained by Val.
5. Val reserves the right to use in “mixway” or its related services Location and Other Information collected through “mixway” or make secondary use of such information (including providing it to third parties), in a manner that makes Customers personally unidentifiable.

#### Article 5 (Handling of personal information)

We protect and manage Your personal information collected through Your use of “mixway” in accordance with our [“Personal Information Protection Policy \(JP\)”](#).

#### Article 6 (Prohibited acts)

You agree that You will not engage in any of the following acts when using “mixway”:

1. Reverse engineering, decompiling or disassembling “mixway” in any manner whatsoever, or engaging in similar acts;
2. Duplicating, copying, extracting, processing, altering, adapting, transmitting or otherwise using all or part of “mixway” in a manner other than as expressly permitted in the Terms of Service;
3. Permitting a third party to use “mixway”, whether free of charge or not, through transfer, license, transmission or any other method or form;
4. Making secondary use of the content of “mixway”;
5. Using “mixway” from a device not owned or managed by You;
6. Making “mixway” available on a network accessible by multiple devices simultaneously;
7. Violating the public order;
8. Using “mixway” in an unauthorized manner;
9. Making remarks that defame Val or third parties or damage their reputation, or creating such risk;
10. Infringing intellectual property rights or any other rights of Val or third parties, or creating such risk;
11. Violating laws or regulations, or creating such risk.

#### Article 7 (Disclaimers)

1. While Val pays utmost attention to the completeness of the information in “mixway”, it makes no warranty that the timetables, names of stations or any other information contained in “mixway” is completely free of errors.
2. Val makes no warranty as to the quality or operability of “mixway” unless otherwise expressly provided in the Terms of Service or prescribed by laws or regulations.
3. Unless otherwise expressly provided in the Terms of Service or prescribed by laws or regulations, Val shall not be liable for any damage or loss resulting from the use or inability to use “mixway” (regardless of whether such loss or damage is direct or indirect, or foreseeable or not, and including damage or loss arising out of any special circumstances).

#### Article 8 (Suspension, stoppage or termination of the service)

Val may suspend, stop or terminate the provision of “mixway” without any prior notice due to maintenance, failure, restoration, Force Majeure such as natural disasters or other operational reasons. In such event, under no circumstances shall Val be liable for such suspension, stoppage or termination.

#### Article 9 (Changes to Terms of Service)

Val may from time to time change the Terms of Service. Prior to making changes, Val will notify You in advance of such changes and their effective date, using a method prescribed by Val.

If You continue using “mixway” after such changes to the Terms of Service take effect, You will be deemed to have accepted all the provisions of the Terms of Service following such changes.

#### Article 10 (Applicable law / Jurisdiction)

1. You agree that Your rights or obligations under the Terms of Service may not be transferred to or collateralized for a third party without Val’s prior written consent.
2. The Terms of Service constitute the entire agreement between You and Val regarding the use of “mixway” and supersede all other terms and conditions unless otherwise agreed between the parties in writing.
3. You and Val use their best efforts to discuss and resolve in good faith any dispute arising from the interpretation of the Terms of Service or other matters between You and Val.
4. The Terms of Service are governed by and construed in accordance with the laws of Japan.
5. Any litigation arising in connection with “mixway” is subject to the exclusive jurisdiction of the Tokyo District Court of Japan in the first instance.