

# Terms of Use

The Terms of Use (Mirai Translate Cloud Service) (hereinafter referred to as “Terms of Use”) sets forth the terms and conditions in relation to the use of the Services (as defined in Item 1, Article 2 of the Terms of Use) provided by Mirai Translate, Inc. (hereinafter referred to as “MIRAI”). Customers using the Services (regardless of individual or corporate) shall be required to check the Terms of Use before using the Services.

Note: The translation version(s) contained herein shall be solely for convenience of users, and shall not constitute a part of the Term of Use or shall they affect its meaning, construction or effect. The Term of Use in the Japanese version shall supersede any of translation versions.

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# Chapter 1 General Rules

## Article 1. Application of Terms of Use

1. Mirai Translate, Inc. shall provide the Services in accordance with the Terms of Use.
2. MIRAI may set forth individual terms of use (hereinafter referred to as “Individual Terms of Use”) for the terms and conditions, etc. in relation to the individual services and products in the Services. Please confirm the Individual Terms of Use before using the service or product in relation to such Individual Terms of Use. If the provisions of the Terms of Use and those of the Individual Terms of Use differ, the provisions of the Individual Terms of Use shall take precedence over the Terms of Use in application.
3. Customers may use the Services only when they agree to the Terms of Use and the Individual Terms of Use. The Terms of Use and the Individual Terms of Use shall constitute agreements between Client and MIRAI in relation to the use of the Services. MIRAI shall consider that Client has agreed to the Terms of Use and the Individual Terms of Use when they use the whole or part of the Services.

## Article 2. Definitions

The following terms shall have the following meanings hereunder.

- (1) Services: Machine translation cloud service set forth in the exhibit Mirai Translate Cloud Service Specifications (hereinafter referred to as “Specifications”) that MIRAI provides to Client as an application service provider under the Terms of Use.
- (2) Client: Party (regardless of individual or corporate) who receives the Services upon executing the Agreement for Use with MIRAI.
- (3) Agreement for Use: Agreement in relation to the provision of the Services executed between Client and MIRAI under the Terms of Use and the Individual Terms of Use
- (4) Client Facilities: Computers, electronic communication facilities, and other equipment and software prepared by Client in receiving the Services
- (5) Facilities for Services: Computers, electronic communication facilities, other equipment and software installed by MIRAI in providing the Services
- (6) User ID: Character string to identify persons permitted to use the Service and differentiate them from other persons, which is distributed by Client to End User in the Services
- (7) Password: Character string to identify persons permitted to use the Service and differentiate them from other persons by combining with the User ID in the Services
- (8) Disclosing Party: Party among the parties hereto who disclosed confidential information
- (9) Receiving Party: Party among the parties hereto to whom the confidential information was disclosed

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by the Disclosing Party

(10) Service Application: Machine Translation Application included in the Services provided to Client or provided to End User by Client

(11) Utilized Character Data: Character data that Client or End User sent to or recorded to the Facilities for Services, translation character data generated by the Service Application, character data regenerating them (including retranslation)

(12) Source Text File: File entered by Client and End User through the Service Application

(13) Translation File: File generated by the Service Application based on the translation requirement of End User through the Service Application

(14) User Dictionary Data: User dictionary data entered by Client and End User through the Service Application

(15) Translation Memory Data: Translation memory data entered by Client and End User through the Service Application

(16) Access Log: Data that uniquely identifies the Service functions, source language data, translation language data, data on number of characters of the source text, data on number of characters of the translation generated by the Service Application that Client and End User used on the Service Application or Client Application stored in the Facilities for Services each time they are sent and received between the Service Application or Client Application and the Services

(17) End User: Individual who uses the Service Application by receiving User ID and Password from Client or who uses the Client Application provided by Client

(18) Intellectual Property Rights: (i) Each industrial property right of patent rights, model utility rights, trademarks and design rights and the pending rights thereof and the rights to apply for such rights created under the agreements or laws and regulations in and outside Japan, (ii) copyrights, (iii) layout-design exploitation right, (iv) ideas, concepts and expertise, (v) new product or technical findings and data, (vi) technical results and (vii) other property rights in relation to the intellectual properties

## Article 3. Licensing

1. MIRAI shall grant a non-assignable, non-sublicensable and non-exclusive license to Client to use the Services in Japan within the scope determined in the Specifications for the purpose of translating texts on condition that Client complies with the terms and conditions set forth in the Terms of Use and the Individual Terms of Use. Client shall not obtain the intellectual property rights and other rights of MIRAI or third parties in relation to the Services except for the right of use set forth in this paragraph.
2. MIRAI shall acknowledge that Client may use the whole or part of the Services in the countries and regions other than Japan if Client fulfills all of the following conditions.
  - (1) Client is not a party to whom export or technical provision is prohibited under the laws of Japan,

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a party on the foreign user list determined by the Ministry of Economic and Trade Industries or the Denied Persons Lists, etc. determined under the laws of the US (hereinafter referred to as “Parties Subject to Prohibition of Transactions”).

(2) Client shall not have corporations in countries subject to embargos or trade sanctions, countries of residence or Parties Subject to Prohibition of Transactions use the Services or the services of Client provided by using the Services.

(3) Client shall not use the Services for the development, manufacture or use of weapons of mass destruction including nuclear weapons or conventional weapons, etc. set forth in the export related laws and regulations of Japan.

(4) In using the Services from outside Japan, the party to the agreement shall follow the laws and instructions of such countries and the government of such countries, and MIRAI shall have no responsibility whatsoever for the legal responsibility of the party to the agreement in relation to the use of the Services outside Japan. In addition, except for events attributable to MIRAI, MIRAI shall have no responsibility whatsoever even when the Services cannot be used or a considerable delay of processing occurs outside Japan.

## Article 4. Notices

1. A notice to Client by MIRAI shall be given by sending it to the e-mail address provided to MIRAI from Client or by other methods deemed appropriate by MIRAI unless specifically determined in the Terms of Use or the Individual Terms of Use. Provided, however, that a notice shall be given by the method deemed appropriate by MIRAI including posting on the website of MIRAI in case of unavoidable events including communication failures.
2. If a notice to Client from MIRAI is given by e-mail from MIRAI or by posting on MIRAI's website in accordance with the provision of the previous paragraph, such notice to Client shall take effect at the time the e-mail is sent or the posting is posted on the website (or the implementation date if the implementation date is stated on such notice).
3. A notice at the time of occurrence of failure in relation to the Facilities for Services shall be given by the method determined in the Specifications.

## Article 5. Changes, etc. of Services

1. MIRAI may change the whole or part of the Services or end the provision thereof at its own discretion.
2. Notwithstanding the foregoing, MIRAI shall notify of the expiration of the whole of the Services at least six (6) months before by the method deemed appropriate by MIRAI. Provided, however, that this shall not apply to cases of force majeure including natural disasters.

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3. MIRAI shall have no responsibility whatsoever for indemnification, compensation or otherwise for the damage suffered by Client or third parties on account of the change of the whole or part of the Services or the end of the provision of the Services.

## Article 6. Changes, etc. of Terms of Use

MIRAI may change the contents of the Terms of Use or the Individual Terms of Use by a notice of at least a month in advance at its own discretion. In this case, MIRAI shall notify Client of the details of the change of the Terms of Use or the Individual Terms of Use by posting on the website of MIRAI or by the method predetermined by MIRAI, and the Terms of Use and the Individual Terms of Use shall be deemed to have been changed on the date clarified on such notice. Provided, however, that if it does not affect the continued use of the Service functions and fees of Client or in case of emergency and absolute necessity, MIRAI may change the details of the Terms of Use or the Individual Terms of Use without prior notices.

## Article 7. Prohibition of Assignment

Client may not assign or transfer to a third party, place as collateral or otherwise dispose of its position under the Agreement for Use or the whole or part of its rights or obligations under the Terms of Use or the Individual Terms of Use unless prior written approval of MIRAI is obtained.

Notwithstanding the foregoing, MIRAI may assign or transfer to a third party, place as collateral or otherwise dispose of its position under the Agreement for Use or the whole or part of its rights or obligations under the Terms of Use or the Individual Terms of Use by a notice of at least one (1) month in advance to Client for the convenience of business.

## Article 8. Agreed upon Jurisdiction

The Tokyo District Court shall be the exclusive agreed-upon jurisdictional court of first instance for any disputes arising between Client and MIRAI in relation to the Services.

## Article 9. Governing Law

The governing law for the formation, effects, implementation and interpretation of the Terms of Use, the Individual Terms of Use or the Agreement for Use shall entirely be the laws of Japan. Provided, however, that the Act on General Rules for Application of Laws and the UN Convention on Contracts for the International Sale of Goods shall not apply.

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## Chapter 2 Execution, etc. of Assignment

### Article 10. Execution, etc. of Agreement for Use

1. Agreement for Use in accordance herewith shall be formed when the customer wishing to use the Services (hereinafter referred to as “Applicant”) applies by the method predetermined by MIRAI and MIRAI sends an approval for it by the method predetermined by MIRAI. Further, Applicant shall apply by representing that Applicant has a due authority and the application contents are true, upon acceptance of the Terms of Use. In addition, MIRAI may consider that Applicant agrees to the Terms of Use and that the Agreement for Use is formed when Applicant uses the whole or part of the Services.
2. MIRAI may refrain from executing the Agreement for Use if Applicant falls under any of the following items.
  - (1) The Agreement for Use was terminated in the past on account of events including the violation of the Agreement for Use.
  - (2) Application details contain false or untrue statements, or misstatements or blank statements were not corrected despite a request for correction within a reasonable period.
  - (3) Applicant possibly fails to implement the obligations under the Agreement for Use.
  - (4) Applicant falls under or is deemed to have fallen under the anti-social forces set forth in Article 28, or Applicant acted as if Applicant was anti-social forces.
  - (5) Applicant is otherwise deemed to be inappropriate by MIRAI.
3. Client shall notify MIRAI by the method predetermined by MIRAI at least fourteen (14) days before the expected date of change if the tradename or name, contact address including address of the head office or address and e-mail and other details of application matters are to be changed.
4. MIRAI shall have no responsibility whatsoever for the damage suffered by Client on account of the non-arrival of the notice from MIRAI because Client failed to notify as prescribed in the previous paragraph and other events not attributable to MIRAI.
5. Paragraphs 1 to 5 of this article shall also apply mutatis mutandis to the Agreement for Use under the Individual Terms of Use.

### Article 11. Responsible Person

1. Client shall appoint in advance the Responsible Person in relation to the use of the Services and notify MIRAI at the time of application as set forth in Article 10.

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2. Communication and confirmation, etc. in relation to the use of the Services with MIRAI shall in principle be made through the Responsible Person.
  3. Client shall promptly notify MIRAI in writing about the change of the Responsible Person.
  4. MIRAI shall have no responsibility whatsoever for the damage suffered by Client on account of the non-arrival of the notice from MIRAI because Client failed to notify as prescribed in the previous paragraph and other events not attributable to MIRAI.

## Article 12. Period of Use

Period of use shall be for one (1) year after the shortest period of use set forth in Paragraph 1 of Article 13 from the day MIRAI sent a notice on the connection method in accordance with Paragraph 1 of Article 10 as the calculation date unless otherwise determined in the Specifications. Provided, however, that the Agreement for Use shall automatically be renewed for another year from the day following the expiration date unless Client or MIRAI indicates an intention otherwise at least seven (7) business days before the expiration date of the agreement by the method determined by MIRAI, and the same shall apply to subsequent years.

## Article 13. Shortest Period of Use

1. Shortest period of use for the Services shall be for one (1) year calculating from the day MIRAI sent a notice on the connection method in accordance with Paragraph 1 of Article 10 unless otherwise determined in the Specifications.
2. If Client terminates the Agreement for Use during the shortest period of use, Client shall pay to MIRAI the amount equivalent to the charges for use for the remaining period from the termination date to the expiration date of the shortest period of use together with the amount equivalent to the consumption tax thereon in lump sum by the date determined by MIRAI in accordance with Article 14.

## Article 14. Termination of Agreement for Use by Clients

1. Client may terminate the Agreement for Use by notice of such at least seven (7) business days before the expiration date of the agreement period by the method determined by MIRAI.
2. Other agreements with MIRAI on condition that the Agreement for Use continues shall also be terminated when the Agreement for Use is terminated.
3. If Client has unpaid charges for use or delinquent charge at the time the notice set forth in Paragraph 1 arrives, Client shall immediately pay them.

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## Article 15. Termination of Agreement for Use by Mirai Translate

1. If Client falls under any of the following items, MIRAI may immediately terminate the whole or part of the Agreement for Use without responsibility for compensation for damage upon written notice to Client, and MIRAI may claim compensation for damage suffered by MIRAI to Client.
  - (1) A petition was filed for compulsory execution or execution of temporary restraining order, or auction.
  - (2) A petition for attachment, provisional attachment, provisional disposition, delinquent disposition, compulsory execution and auction was filed from a third party, or a petition for the start of proceedings for bankruptcy, civil rehabilitation, special liquidation, corporate reorganization was actually or possibly filed.
  - (3) A reminder was received for delinquency of taxes and public dues, or a temporary restraining order was received.
  - (4) Client stopped payment, bills or checks were dishonored, payment was suspended or payment became impossible.
  - (5) There are reasonable reasons to consider that asset conditions actually or possibly deteriorated.
  - (6) False statements were found in the details of application or details of change.
  - (7) Breach of the Agreement for Use or act that violates the trust of the transactions are not corrected even after a formal notice determining a reasonable period was sent.
  - (8) A disposition was granted by the authorities for business suspension or cancellation.
  - (9) A resolution was made for dissolution, reduced capital or assignment, etc. of the whole or critical part of the businesses.
  - (10) The Agreement for Use was violated, and it was not corrected within the reasonable period after MIRAI sent a formal notice for the correction of such violation.
  - (11) There are events to make the implementation of the Agreement for Use difficult.
  - (12) There are other events similar to each of the previous items.
2. Upon termination by MIRAI in accordance with the previous paragraph, if Client has obligations to MIRAI, the benefit of term for such obligations shall be lost, and Client shall immediately pay the whole amount to MIRAI.

## Article 16. Processing after Expiration of Agreement

1. Upon expiration of the Agreement for Use, Client shall immediately stop the use of the Services and the provision of the Service Application and the Client Application (limited only to the part connected to the Services) and shall have Client and End User immediately stop the use of the Service Application and the Client Application (limited only to the part connected to the Services).

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2. Upon expiration of the Agreement for Use, Client shall immediately return to MIRAI the software and references, etc. issued by MIRAI for the use of the Services and delete the software and references, etc. stored in the Client Facilities at the responsibility of Client.
  3. Upon expiration of the Agreement for Use, Client shall promptly return the entire confidential information (as defined in Article 29; the same shall apply hereinafter) received from MIRAI at the expense of Client. In addition, upon request of MIRAI, Client shall promptly discard or delete it in place of returning it and submit a certificate that it has been discarded or deleted.
  4. After the expiration of the Agreement for Use, MIRAI shall promptly delete the User ID, Password, Translation Files, User Dictionary Data and Translation Memory Data recorded in the Facilities for Services, etc. by the method designated by MIRAI. MIRAI shall have no responsibility whatsoever for direct or indirect damage suffered by Client or third parties due to deleting the User ID, Password, Translation Files, User Dictionary Data and Translation Memory Data.

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## Chapter 3 Services

### Article 17. Suspension of Provision of Services

1. MIRAI may suspend the provision of the whole or part of the Services without prior notice to Client if Client falls under any of the following items.
  - (1) Client did not perform the obligations set forth hereunder.
  - (2) Client violated Article 27 (Prohibitions).
  - (3) Client was excessively burdensome or gave substantial troubles or damage to MIRAI or a third party, directly or indirectly, in relation to the use of the Services.
  - (4) Agreement for the service provided by MIRAI other than the Services was terminated on account of the violation of such agreement.
  - (5) Client falls under Article 15 (Termination of Agreement for Use by MIRAI).
  - (6) MIRAI determines Client as inappropriate pursuant to the previous items.
2. MIRAI shall have no responsibility whatsoever for damage suffered by Client or a third party by the suspension set forth in this article.

### Article 18. Discontinuation of Provision of Services

1. MIRAI may restrict the use of the Services by Client based on the request frequencies to the Services, fluctuation conditions of the server and other conclusions of MIRAI.
2. MIRAI may discontinue the provision of the whole or part of the Services in case of falling under any of the following items. Provided, however, that commercially reasonable efforts shall be made to make the time of discontinuation as short as possible.
  - (1) Maintenance, inspection or renewal of the Facilities for Services and other systems, etc. necessary to provide the services is conducted regularly or in emergency.
  - (2) Troubles occurred to the Facilities for Services and other systems, etc. necessary to provide the services.
  - (3) It has become difficult to provide the Services by the discontinuation of the provision of the telecommunication services of the telecommunication carriers, etc.
  - (4) There are unavoidable reasons for security.
  - (5) The Services cannot be provided due to force majeure including natural disasters.
  - (6) Other cases where MIRAI concludes that the Services need to be discontinued.
3. MIRAI shall have no responsibility whatsoever for damage suffered by Client or a third party by discontinuation set forth in this article.

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## Article 19. Handling, etc. of Data

1. If MIRAI obtains information identifying individuals from Client or End User (names, addresses, etc.) for providing the Services (hereinafter referred to as “Personal Information”), MIRAI shall handle the Personal Information in accordance with this article and the separately determined privacy policy of MIRAI (<https://miraitranslate.com/en/privacy/>).
2. Client shall agree that the Utilized Character Data and Source Text File are temporarily stored in the servers of MIRAI and the entrusted parties of MIRAI for the Services to implement translation in the Services or indicate the implemented results on the Service Application. Further, MIRAI shall delete the Utilized Character Data and Source Text File from such servers after the translation is implemented in the Services. MIRAI shall not use the Utilized Character Data and Source Text File for a purpose other than implementing translation in the Services or indicating the implemented results on the Utilization Application.
3. Client shall agree that the Translation File, User Dictionary Data, Translation Memory Data and Access Log are temporarily stored in the servers of MIRAI and the entrusted parties of MIRAI for the Services. Translation File, User Dictionary Data and Translation Memory Data may contain Personal Information, and such information shall also be stored as a part of the Translation File, User Dictionary Data and Translation Memory Data. Furthermore, Translation File shall be deleted from the servers when Client deletes the Translation File through the Services, the Translation File is deleted by setting an automatic deletion or by the handling set forth in Article 16. User Dictionary Data and Translation Memory Data shall be deleted from the servers when Client deletes the User Dictionary Data and Translation Memory Data through the Services or by the handling set forth in Article 16. MIRAI shall not use the Translation File for a purpose other than indicating the translation implementation results on the application and enabling Client to download it. In addition, MIRAI shall not use User Dictionary Data and Translation Memory Data for a purpose other than implementing translation in the Services.
4. MIRAI shall retain Access Log and User ID without connecting them to protect privacy of Client.
5. Client shall agree that the third parties to whom MIRAI entrusts the service maintenance business, etc. (hereinafter referred to as “Entrusted Party, etc.”) may browse the Access Log for maintaining the Services.
6. MIRAI may use the Access Log for the following purposes by processing it for statistical data.
  - (1) Purpose of calculating and analyzing the conditions of use of the Services
  - (2) Purpose of research and handling at the time of troubles and failures of the Services
  - (3) Purpose of effectiveness evaluation of the functionality provided by the Services and

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improvement of functionality and other improvements of qualities of the Services

(4) Purpose of developing and providing new services, purpose of calculating and analyzing for marketing activities and purpose of disclosing the results of calculation and analysis for marketing activities

## Article 20. Entrustment

MIRAI may entrust the whole or part of the businesses necessary in relation to the provision of the Services to third parties at its own discretion.

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## Chapter 4 Charges for Use

### Article 21. Charges for Use, etc. of Services

1. Client shall separately execute an Agreement for Use under the Terms of Use or the Individual Terms of Use with MIRAI for the payment of the charges for use of the Services and other conditions for use determined by MIRAI if Client uses the Services or falls under other conditions determined by MIRAI.
2. Client shall pay for the charges for use of the Services set forth in the Terms of Use or the Individual Terms of Use and the consumption tax, etc. thereon by the method determined in the Terms of Use or the Individual Terms of Use. Client shall pay for the remittance charge and other expenses necessary for the payment.
3. MIRAI shall not return to Client the charges for use paid by Client unless determined otherwise in the Individual Terms of Use or the Specifications.
4. Even when the Services cannot be used due to the suspension, discontinuation or other events during the provision of the Services within the agreement period, Client shall be required to pay for the charges for use of the Services set forth in the Terms of Use or the Individual Terms of Use and the consumption tax thereon. Provided, however, that if the suspension or discontinuation of the provision of the Services set forth in Article 18 continues for over a month out of the operation hours set forth in the Specifications, Client shall be exempt from the payment for the number of months from the month in which suspension or discontinuation started to the month in which the suspension or discontinuation is recovered.
5. Client shall pay for the delinquent charge of fourteen point six percent (14.6%) per annum for the number of days from the day following the predetermined payment date to the day prior to the actual payment date if Client does not pay for the charges for use and other debts under the Agreement for Use, etc. even after the predetermined payment date.

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## Chapter 5 Obligations, etc. of Clients

### Article 22. Principle of Self-Responsibility

Client shall handle and resolve at its own responsibility and expense if Client gave damage to a third party or received a complaint from a third party due to the use of the Services on account of an event attributable to Client, and Client shall make sure that MIRAI shall not suffer from damage. The same shall apply if Client suffered from damage caused by a third party or claims compensation to a third party due to the use of the Services.

### Article 23. Establishment and Maintenance of Facilities for Use of Services

1. Client shall establish the Client Facilities by the terms and conditions determined by MIRAI at its own responsibility and expense and maintain environments for the Client Facilities and the use of the Services.
2. Client shall use the telecommunication service of the telecommunication carriers, etc. to connect the Client Facilities to the Internet at its own responsibility and expense in using the Services.
3. In case of troubles for the Client Facilities or the environment for the use of the Services, MIRAI shall have no obligation to provide the Services to Client.

### Article 24. User ID, Password

1. Client shall allot User IDs and Passwords to unique individuals up to the maximum number of User IDs stated in the Agreement for Use and manage them so that the multiple individuals do not use the same User ID and Password when utilizing the Service Application.
2. Client shall not disclose, lend or jointly own User ID and Password to or with a third party who has not executed the Agreement for Use (regardless of corporate or individual) with MIRAI and shall manage them with the care of a good manager (including change of Password from time to time) in using the Services so as not to leak them to a third party. MIRAI shall have no responsibility whatsoever for damage suffered by Client or other third parties on account of the insufficient management of the User ID and Password, mistakes in the use and the use by third parties, etc.
3. If a third party uses the Services by using the User ID and Password of Client, MIRAI may consider such act as the act of Client, and Client shall be responsible for the payment of charges for use and other debts for such use. In addition, if MIRAI suffers from damage by such act, Client shall compensate for such damage. Provided, however, that this shall not apply if the User ID and Password is used by a third party on account of intention or gross negligence of MIRAI.

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## Article 25. Backup, etc.

1. MIRAI shall have no responsibility for backup of Utilized Character Data, Source Text File, User Dictionary Data, Translation Memory Data and any other data and information etc. that Client sends to or records on the Facilities for Services (hereinafter referred to as "Service Log, etc."), and in any case have no responsibility whatsoever for the loss, deletion, storage and saving, etc. of Service Log, etc.
2. Service Log, etc. that Client sends to the Facilities for Services using the Services shall be sent at the responsibility of Client, and MIRAI shall provide no guarantee whatsoever for the details thereof.

## Article 26. Prohibitions

1. Client may not conduct the following in using the Services.
  - (1) Act to use the Services for a purpose other than the Purpose of Use, etc.
  - (2) Act to conduct reproduction, repair, alteration, adaptation, change of translation, etc., reverse engineering, decompilation, disassembly, analysis including obtaining of source code, technology, process, algorithm, know-how and other information from binary code or other acts similar thereto in relation to confidential information and the software contained in the Services, except when clearly permitted under the Terms of Use or the Individual Terms of Use, or have third parties conduct such acts
  - (3) Act to delete, alter or make it unclear otherwise the clear indication of copyrights and other rights unless prior written approval from MIRAI is obtained
  - (4) Act to use in an environment not controlled by Client (including without limitation an environment which may be accessed by unspecified persons without authentication)
  - (5) Act to sublicense, transfer, resell, lend or place as collateral to third parties without prior approval from MIRAI
  - (6) Act to violate procedures for the method of use of the Services indicated by MIRAI
  - (7) Act that actually or possibly infringes on the intellectual property rights and other rights of MIRAI or third parties
  - (8) Act to have a third party use the Services by violating the Agreement for Use
  - (9) Act that violates laws and regulations or public policy or gives disadvantages to MIRAI or third parties
  - (10) Act to discriminate or defame MIRAI or third parties or damage reputation or trust of MIRAI or third parties
  - (11) Act that actually or possibly violates the privacy of MIRAI or third parties
  - (12) Act that actually or possibly obstructs the provision of the Services
  - (13) Act that actually or possibly is connected to crimes including fraud
  - (14) Act to actually or possibly use computer programs that actually or possibly obstruct the

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businesses of others including computer viruses and provide such to third parties

(15) Act of illegal access, cracking act, or attacking act on computers or telecommunication facilities, etc. operated by MIRAI or third parties, act to use the Services by a method or mode that gives trouble to computers or telecommunication facilities, etc. operated by MIRAI or third parties, and act to post information to promote such acts or other similar acts

(16) Act to use the information translated by the Services as study data for machine translation and other similar services

(17) Act deemed inappropriate by MIRAI pursuant to the previous items

2. MIRAI shall suspend the provision of the whole or part of the Services or delete the information in relation to the act that falls under any of the items of Paragraph 1 if MIRAI finds out that the act of Client falls under any of the items of Paragraph 1 or the information provided by Client falls under the information in relation to any of the items of Paragraph 1. Provided, however, that MIRAI is not obligated to monitor the acts of Client or the information that Client provides.

## Article 27. Elimination of Anti-Social Forces

1. MIRAI and Client represent and guarantee that they and their directors do not fall under organized crime groups, organized crime group members, those who have not passed five (5) years from not being organized crime group members, quasi-members of organized crime groups, organized crime group affiliated companies or groups, corporate racketeers, groups engaging in criminal activities under the pretext of conducting social campaigns, crime groups specialized in intellectual crimes, groups coexisting with such anti-social forces, those having communication with organized crime groups, etc., and other anti-social groups or forces similar thereto (hereinafter referred to as "Anti-Social Forces") currently and in the future or do not fall under any of the following currently or in the future.
  - (1) Have relationships where it is known that Anti-Social Forces control the management
  - (2) Have relationships where it is known that Anti-Social Forces are actually involved in the management
  - (3) Have relationships where it is known that they illicitly use Anti-Social Forces for the purpose of giving benefits to themselves, their companies or third parties or causing damage to third parties
  - (4) Have relationships where it is known that they are involved in providing funds, etc. or granting benefits to Anti-Social Forces
  - (5) Directors or those actually involved in the management have socially condemned relationships with Anti-Social Forces
2. MIRAI and Client shall not conduct acts that fall under any of the following items by themselves or using third parties.
  - (1) Violent demands

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- (2) Unreasonable demands that go beyond legal responsibility
  - (3) Threatening words or behavior or violent acts in relation to transactions
  - (4) Act to damage credit of the other party or obstruct the businesses of the other party by spreading rumors, using fraudulent means or using powers
  - (5) Other acts similar to the previous items
- 3. If there are reasonable reasons to suspect that the other party is an Anti-Social Force or falls under any of the items of Paragraphs 1 and 2, MIRAI and Client may research about the other party for the existence of such violation, and the other party shall cooperate on it. In addition, if MIRAI and Client find out that they actually or possibly fall under any of the items of Paragraphs 1 and 2, MIRAI and Client shall immediately notify the other party of the matter.
  - 4. If the other party violated any of the previous three (3) paragraphs, MIRAI and Client shall cancel the benefit of term of the other party, and MIRAI and Client may immediately terminate the whole or part of the entire agreements executed between MIRAI and Client regardless of the name, including the Agreement for Use, by written notice to the other party without requiring any procedures for notice or formal notice.
  - 5. MIRAI and Client shall have no obligations and responsibilities for any damage suffered by the other party on account of the termination set forth in the previous paragraph.

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## Chapter 6 Handling of Confidential

### Article 28. Handling of Confidential Information

1. Confidential information disclosed to MIRAI by Client under the Terms of Use or the Individual Terms of Use (hereinafter referred to as “Client’s Confidential Information”) means application information applied by Client to use the Services and sent and recorded by Client or End User in the Facilities for Services or received by MIRAI from Client for the purpose of maintaining or operating the Services, User ID, Utilized Character Data, Source Text File, Translation File, User Dictionary Data and Translation Memory Data.
2. Confidential information disclosed to Client by MIRAI under the Terms of Use or the Individual Terms of Use (hereinafter referred to as “MIRAI’s Confidential Information”) means (1) information disclosed in writing, electromagnetic media, samples and other tangible objects stating “Secret,” “Confidential” or other similar indications (hereinafter referred to as “Indication of Secrecy”), (2) information sent with Indication of Secrecy in the subject line or at other noticeable places in the case of e-mail, (3) information disclosed orally, in video or other intangible means, told by MIRAI at the time of disclosure that it is a secret, with the summary stating the outline of such information and the Indication of Secrecy issued within thirty (30) days from disclosure. Furthermore, MIRAI’s Confidential Information includes information in relation to the “business secrets” defined in the Unfair Competition Prevention Act, contents of the Terms of Use and the Individual Terms of Use, copies and reproductions of MIRAI’s Confidential Information and secondary references containing MIRAI’s Confidential Information.
3. MIRAI may use the Client’s Confidential Information only within the scope clearly permitted by the Terms of Use or the Individual Terms of Use. MIRAI shall disclose the Client’s Confidential Information only for the purpose of provision of the Services and only in the cases specified in Paragraph 6 to the Directors and Employees of itself (excluding parent company, subsidiaries and affiliated companies in and outside Japan; the same shall apply hereinafter) (hereinafter referred to as the “Directors and Employees”) or Entrusted Party, etc. who have reasonable necessity to know such confidential information, and MIRAI shall not disclose such information to any other third party. MIRAI shall manage the Client’s Confidential Information with the care obligation similar to that for managing its own confidential information (provided, however, that it shall not be below the degree of the obligation for the care of a good manager).
4. Client may use MIRAI’s Confidential Information only within the scope clearly permitted by the Terms of Use and the Individual Terms of Use. Further, if MIRAI’s Confidential Information falls under (3) of Paragraph 2, Client shall handle such information as MIRAI’s Confidential Information for the period from such disclosure to the receipt of such summary. Client may not disclose or leak

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MIRAI's Confidential Information to third parties in or outside Japan unless prior approval in the form separately determined by MIRAI is obtained. Client may disclose MIRAI's Confidential Information only to the Directors and Employees of itself (excluding parent company, subsidiaries and affiliated companies in and outside Japan; the same shall apply hereinafter) or Entrusted Party, etc. who have reasonable necessity to know such confidential information. Further, even when Client discloses MIRAI's Confidential Information to its own Directors and Employees and Entrusted Party, etc. or discloses it upon receiving prior written approval from MIRAI, Client shall have such Directors and Employees (including those who resigned or retired), Entrusted Party, etc. and such third parties bear the same obligations as those of itself hereunder and shall be directly responsible for the violation of obligations of such Directors and Employees, Entrusted Party, etc. and such third parties to the Disclosing Party.

5. Notwithstanding Paragraph 1 or 2, information that Receiving Party is able to verify in regard to any of the following items shall not fall under Client's Confidential Information or MIRAI's Confidential Information.
  - (1) Information that may be verified as already being in the public domain or for official use at the time of disclosure
  - (2) Information that may be verified as being owned by the Receiving Party at the time of disclosure
  - (3) Information that became in the public domain or for official use without the responsibility of the Receiving Party after it was disclosed
  - (4) Information duly obtained from a third party without confidentiality obligation
  - (5) Information independently developed by not using the disclosed confidential Information
6. Notwithstanding Paragraph 3 or 4, if the disclosure of Client's Confidential Information or MIRAI's Confidential Information is required by the governmental organizations or courts according to laws and regulations, etc., the Receiving Party shall immediately notify the Disclosing Party of the matter and the scope of the disclosed information and give an opportunity for the Disclosing Party to take legal remedy measures, and may disclose such confidential information to the minimum legally required amount upon requesting the Disclosing Party to take measures to maintain confidentiality within the scope of such laws and regulations, etc. Provided, however, that the provision of opportunities for taking legal remedy measures shall be excluded in case of unavoidable events, and the Receiving Party in this case shall notify the Disclosing Party of the matter as soon as notification becomes possible and the scope of the disclosed information.
7. If the Receiving Party finds out the leakage or loss of Client's Confidential Information or MIRAI's Confidential Information, the Receiving Party shall immediately notify the Disclosing Party and collect such confidential information or take other appropriate measures.

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8. Upon request of the Disclosing Party, the Receiving Party shall return Client's Confidential Information or MIRAI's Confidential Information to the Disclosing Party, and if Client's Confidential Information is stored in the Facilities for Services or MIRAI's Confidential Information is stored in the Client Facilities, the Receiving Party shall completely delete it.

## Article 29. Handling of Personal Information

1. MIRAI shall use the personal information included in the information provided by Client or End User in the use of the Services only for providing the Services and shall not disclose or leak it to third parties.
2. Unless specifically requested otherwise by Client, MIRAI may post the name of Client, as a customer using MIRAI, on the website of MIRAI or business references of MIRAI and sales entrusted companies of MIRAI after the execution of the agreement (excluding agreement for trial). In addition, Client shall permit MIRAI to use for free the logo and trademark, etc. within the scope necessary to post as a customer upon request of MIRAI.
3. Provisions of Paragraph 7 of Article 29 shall apply mutatis mutandis to the handling of the personal information.
4. Client shall agree to the terms and conditions determined in [Exhibit A: ADDITIONAL INFORMATION FOR EU CITIZENS](#) of Exhibit 1 in case of using the Services in European areas.

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## Chapter 7 Compensation for Damage, etc.

### Article 30. Restrictions on Compensation for Damage

1. Unless otherwise determined in the Terms of Use or the Individual Terms of Use, regardless of responsibility for non-performance, responsibility for illicit acts and other legal reasons for claims, the scope of the compensation for damage of MIRAI for Client in relation to the Agreement for Use shall be restricted to the general damage actually suffered by Client directly caused by the event attributable to MIRAI or the violation of the Agreement for Use by MIRAI, and the amount of the compensation for damage shall be up to the amount of the charges for use that Client paid to MIRAI from the time going back for two (2) years at a maximum to date.
2. MIRAI shall have no compensation liability for damage caused by an event not attributable to MIRAI, damage caused by a special event whether it was foreseeable by MIRAI or not, lost benefits and indirect damage including damage suffered by Client based on the compensation claimed by a third party.
3. Notwithstanding the foregoing, if the Disclosing Party suffers from damage by the violation of agreement hereunder in relation to the handling of confidential information of the Receiving Party, the Disclosing Party may claim compensation for damage to the Receiving Party, and the Receiving Party shall have compensation liability.

### Article 31. Indemnity

1. MIRAI shall not guarantee the accuracy, practicability, marketability, usefulness, compatibility to specific purposes and effectiveness of the Services (including without limitation the translation results in the Services), expressly or impliedly.
2. MIRAI guarantees that the Services do not infringe on the intellectual property rights and other rights of third parties in Japan as far as MIRAI knows. MIRAI shall not guarantee except as determined in this paragraph that the Services do not infringe on the intellectual property rights and other rights of third parties.
3. MIRAI shall have no responsibility whatsoever for any damage suffered by Client or third parties in relation to the use or inability of use of the Services (including without limitation to damage and data loss that occurred to the computer systems, hardware and software of Client). Provided, however, that this shall not apply to the damage that occurred by loss or gross negligence of MIRAI.
4. If Client or End User receives claims, warnings or submission of lawsuits, etc. (hereinafter referred to as "Disputes") from a third party that the use of the Services infringes on the intellectual property

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rights and other rights of the third party, Client shall handle and resolve the Disputes at the expense and responsibility of Client except when the Dispute is caused by an event attributable to MIRAI. In addition, Client shall cooperate with MIRAI within the scope reasonably possible if MIRAI handles and resolves the Disputes. Except as set forth in this Paragraph, MIRAI shall have no responsibility whatsoever for the Disputes that occurred between Client and a third party by the use of the Services by Client.

5. Development cooperators of MIRAI shall have no responsibility whatsoever for any damage suffered by Client or third parties in relation to the Services (including without limitation to damage and data loss that occurred to the computer systems, hardware and software of Client)
6. Client shall immediately notify MIRAI if Client finds out that the Services actually or possibly infringes on the intellectual property rights and other rights of third parties.
7. MIRAI and development cooperators of MIRAI shall have no responsibility for non-performance, responsibility for illicit acts and any other compensation liability, regardless of the reasons, for the damage of Client caused by the following events except as set forth herein.
  - (1) Force Majeure including natural disasters, civil commotions and riots, etc.
  - (2) Troubles and defects, etc. of the Client Facilities and other facilities of Client necessary to use the Services
  - (3) Unauthorized access or attacks and interception on the communication routes by third parties to the facilities, etc. necessary to use the Services that cannot be prevented by the care of a good manager
  - (4) Damage caused because Client does not comply with the Terms of Use, the Individual Terms of Use or procedures and security means, etc. determined by MIRAI
  - (5) Damage caused by software, database and hardware not manufactured by MIRAI out of the Facilities for Services
  - (6) Damage caused by translation results obtained by using the Services
  - (7) Damage caused by defects of telecommunication services provided by telecommunication carriers
  - (8) Compulsory disposition under the provisions of the Code of Criminal Procedure and the Act on Wiretapping for Criminal Investigation and other court orders or compulsory disposition under the laws and regulations
  - (9) Damage in relation to the businesses of the entrusted party of MIRAI in relation to the Services that MIRAI has no responsibility including negligence for selection and supervision of the re-entrusted party
  - (10) Other events not attributable to MIRAI

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## Article 32. Intellectual Property Rights

Intellectual property rights and other rights in relation to the Services shall entirely belong to MIRAI except for the rights licensed to MIRAI. Client shall not obtain any rights except for those expressly licensed under the Terms of Use and the Individual Terms of Use.

## Article 33. Service Level

1. MIRAI shall provide the Services with commercially reasonable efforts to fulfill the “service level indexes” stated in the Specifications (hereinafter referred to as “Service Level Indexes”) as one of its target challenges.
2. MIRAI may change the Service Level Indexes from time to time within the scope of not changing the contents of the Services, and the changed Service Level Indexes shall apply as of the day designated by MIRAI.
3. Except for the case separately determined in the Individual Terms of Use, the Service Level Indexes determine the target challenge of MIRAI for the Services, and MIRAI and the development cooperators of MIRAI shall have no compensation liability and other responsibilities even when the service level is below the indexes stated in the Service Level Indexes.

## Article 34. Force Majeure

MIRAI shall have no responsibility for non-performance or delayed performance to Client if the implementation of the whole or part of the Terms of Use becomes difficult or delayed on account of natural disasters, wars, riots, civil commotions, other force majeure events, establishment, amendment and abolishment of laws, regulations and rules, orders and dispositions by governmental organizations or courts, accidents of transportation organizations or telecommunication lines, fire and other events not attributable to MIRAI or Client.

## Article 35. Export Control

1. Client may not disclose, provide, transfer or export (including hand carrying, courier, international package delivery service, postal service, transmission and other means) the information and references, etc. received from MIRAI hereunder or products and services etc. using the whole or part of such information and references, etc. (including Service Application), directly or indirectly, to third parties reasonably deemed to have intentions against international peacekeeping and security maintenance (including non-residents).
2. Client shall agree to comply with the “Foreign Exchange and Foreign Trade Act” of Japan, laws, regulations and rules related to such (hereinafter collectively referred to as “Laws and Regulations, etc.”), US Export Administration Regulations (EAR) and the related laws and regulations, etc. and

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laws and regulations, etc. in relation to export control of the export destinations. In addition, confidential information received hereunder shall not be exported, directly or indirectly, without obtaining the export permits required by the Laws and Regulations, etc. and prior written approval from MIRAI.

3. Client shall submit the document necessary to obtain export permits if MIRAI needs the verification issued by Client for the legitimacy of export when MIRAI obtains the export permits set forth in the previous paragraph.
4. Client shall not use the Services or the whole or part of the confidential information received hereunder for the development, manufacture, use, etc. of nuclear weapons, chemical weapons, biological weapons and missiles that are able to carry such weapons and shall not have a third party use them for such purposes.

## Article 36. Separability

1. Even if any of the provisions or a part of the Terms of Use or the Individual Terms of Use are considered void or non-executable by laws and regulations, the remaining part of the provisions concluded as void or non-executable and other provisions shall continue to be entirely effective.
2. Non-execution of rights under the Agreement for Use by MIRAI shall not be deemed as a waiver of such rights.

## Article 37. Remaining Provisions

Even after the expiration of the agreement period, Paragraph 3 of Article 5, Articles 8 and 9, Paragraph 2 of Article 15, Article 16, Paragraph 2 of Article 17, Paragraph 3 of Article 18, Paragraph 3 of Article 19, Article 25, Paragraph 5 of Article 27, Articles 28 to 32, Paragraph 3 of Article 33, and Articles 34 to 37 shall remain effective.

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Established on May 17, 2022

Supplementary Rules (November 09, 2022)

(Implementation date) The Terms of Use shall be applied from November 09, 2022.

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# Exhibit 1   Exhibit A: ADDITIONAL INFORMATION FOR EU CITIZENS

In the following, Mirai Translate, Inc. ("Mirai Translate") provides you with the additional information as required in accordance with the General Data Protection Regulation ("GDPR"). This Exhibit A supplements the information provided in the main body of term of use to the extent required under GDPR.

## 1. Legal basis of the data processing

In the following, Mirai Translate informs you about the legal bases, on which we process the User Information. The User Information processed as well as the purposes for such processing and the details how we collect the User Information are set out in Section 30 of term of use.

Type of User Information	Purpose	Lawful basis for processing
Mail address,IP address	To identify users	Contract performance
(Contained in user text data, original files, translated files, etc.) Numbers and symbols given by name, date of birth, address, telephone number, or individual (This includes e-mail addresses, driver's license numbers, credit card numbers, and IDs. However, it is not limited to these.), and others that can identify the individual person, and those that cannot be identified only by the relevant information, and other information that can be easily compared and that can identify the individual person.	Translation service	Contract performance
Information collected from websites (Cookies, access date and time, browser information, OS information, access history, referring URL, information on browser operation, etc.)	Continuous provision of translation services, measurement and analysis of usage to improve quality, investigation and repair of defects and website optimization, etc.	Contract performance

## 2. International data transfer

Mirai Translate is established and headquartered in Tokyo, Japan, and the business partners to whom we may disclose the User Information, as processors, are also based in Japan or elsewhere outside the European Economic Area ("EEA"). The User Information will therefore be collected, transferred, stored and processed outside the EEA. Japan has been recognised by the European Commission as being a country which offers adequacy protection for the purposes of GDPR. Accordingly, it is lawful for the User Information to be collected, transferred, stored and processed by Mirai Translate in Japan provided that

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Mirai Translate complies with its obligations as a processor under GDPR and as a Personal Information Handling Business Operator under the amended Act on the Protection of Personal Information.

### 3. How we keep the User Information secure

We have put in place appropriate robust security measures to prevent the User Information from being accidentally lost, used or accessed in an unauthorised way, damaged or destroyed, altered or disclosed. We have adopted these measures to ensure the ongoing confidentiality, integrity, availability and resilience of systems and services which process the User Information and to ensure that we can restore availability and access to the User Information in a timely manner in the event of a physical or technical incident. These measures are regularly tested, assessed and, where appropriate, updated to ensure they remain effective, and they will typically include:

- Technical security measures:
  - multiple location, physically secure data centres designed to prevent single points of failure;
  - secure system firewalls and authentication controls;
  - back-ups and data recovery systems;
  - secure encryption technologies; and
  - state-of-the-art antivirus and intrusion protection.
- Organisational security measures:
  - data system access controls, password controls and privilege management;
  - data centre physical access controls;
  - security and compliance training for personnel;
  - robust data security breach reporting procedures;
  - robust DRBC (disaster recovery and business continuity) procedures;
  - contractual confidentiality obligations for personnel; and
  - background checks for personnel (where appropriate and permitted / required by law).

Whenever we engage third party service providers to store and process the User Information, we always ensure that those providers also implement appropriate technical and organisational security measures to keep the User Information safe and require those providers to adhere to strict contractual requirements for this purpose, as required by GDPR.

### 4. How long we retain the User Information

We will only retain the User Information for as long as is necessary for the specific purposes it was collected for or, where relevant, for related compatible purposes such as complying with applicable legal, accounting, or record-keeping requirements. For example, we often have to retain basic information about our customers for a mandatory period of time after they cease being customers in order to comply

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with our tax law obligations. Where there is no specific legal period for retaining the User Information then we will determine the appropriate retention period by considering the amount, nature, and sensitivity of the personal data, the potential risk of harm from its unauthorised use or disclosure, the purposes for which we process the User Information and whether we can achieve those purposes through other means, and the applicable legal requirements. In some circumstances you can ask us to delete the User Information: see Section 5 below for further information. We may also anonymise the User Information (so that you are no longer identifiable from it) for research or statistical purposes. If so then we may use this information indefinitely without further notice to you.

## 5. Your personal data rights

Where the User Information contains personal data, you have certain rights under GDPR, some of which only apply in certain circumstances. These rights are:

- Right to access your personal data: This gives you the right to receive a copy of the personal data we hold about you subject to certain exemptions.
- Right to request correction of your personal data: This gives you the right to have any incomplete or inaccurate personal data we hold about you corrected.
- Right to request erasure of your personal data: This allows you to request us to delete or remove personal data. You also have the right to request us to delete or remove your personal data where you have exercised your right to object to processing (see below). In certain circumstances this right may not apply, such as where we have a good, lawful reason to continue using the information in question, and if so we shall inform you of such reasons at the relevant time.
- Right to object to processing of your personal data: You can object to us processing your personal data for legitimate interests purposes or for direct marketing. We must then stop processing your personal data unless we have a strong reason to continue which overrides your objection. If your objection is to direct marketing, we must always stop.
- Right to restrict how your personal data is used: You can limit how we use your personal data in certain circumstances. Where this applies, any processing of your personal data (other than storing it) will only be lawful with your consent or where required for legal claims, protecting certain rights or important public interest reasons.
- Right to have a portable copy or to transfer your personal data: You can request us to provide you, or (where technically feasible) a third party, with a copy of your personal data in a structured, commonly used, machine-readable format. Note this only applies to personal data which we obtain from you and, using automated means, process on the basis of your consent or in order to perform a contract.
- Right to withdraw consent: If we are relying on consent to process your personal data then you have the right to withdraw that consent at any time.

If you want to exercise any of the rights described above then please contact us as explained in Section 6 below. We try to respond to all personal data requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. Please also bear in mind that there are exceptions to the rights above and some situations where they do not apply. We may need to request additional information from you to help us confirm your identity.

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This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you to clarify your request. You will not normally have to pay a fee to access your personal data (or to exercise any of your other rights). However, we may charge a reasonable fee if your request is manifestly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.