# HashPort Wallet Terms of Use

These Terms of Use (these "Terms") set forth the contractual relationship between Users and HashPort Inc. (the "Company") regarding the use of the Service (meaning the various services provided by the Company in connection with HashPort Wallet, as defined in Article 2 (Definitions)).

Before using HashPort Wallet, Users should carefully read these Terms and the entire contents of the notes, guidelines and other documents referred to herein. To use the Service, Users must understand these Terms and agree that all provisions of these Terms apply to them.

Users who are minors, adult wards, persons under curatorship or persons under assistance must obtain the consent, etc. of their parent, guardian or other legal representative, curator or assistant before using the Service and agreeing to these Terms.

## Article 1 (General Provisions)

1. These Terms are intended to set forth the conditions for provision of the Service and the rights and obligations between the Company and Users (as defined in the following Article (Definitions); the same applies in this Article) concerning the use of the Service, and apply to all relationships between the Company and Users concerning the use of the Service.
2. The Company may establish various terms (including, without limitation, the privacy policy and special terms concerning certain functions of the Service), notes, guidelines and other rules concerning the Service (collectively, "Individual Terms"). Individual Terms, regardless of their title, form part of these Terms. If any provision of these Terms differs from any provision of the Individual Terms, the provision of the Individual Terms prevails.
3. The Company may outsource all or part of the operations relating to the provision of the Service to third parties without the consent of Users.

## Article 2 (Definitions)

The following terms used in these Terms have the meanings set forth below.

1. "Service" means, collectively, the following services centered on the non-custodial Web3 wallet named HashPort Wallet provided by the Company:

    1. Services for receiving, displaying and sending crypto assets and electronic payment instruments (collectively, "Crypto Assets, etc.");
    2. Services for receiving, displaying and sending NFTs;

3. A service under which the Company grants Crypto Assets, etc. to Users on the condition that the User uses points issued by a business designated by the Company (the "Point Exchange Service");
4. A service through which Users may purchase Gift Codes (as defined in Article 7, Paragraph 1) in exchange for Crypto Assets, etc. (the "Gift Code Purchase Service");
5. An interface enabling transition or connection to services provided by External Businesses (meaning businesses other than the Company; the same applies hereinafter), such as exchange (swap) of Crypto Assets, etc., lending, staking or other investment of Crypto Assets, etc., purchase of Crypto Assets, etc., applications for the issuance or redemption of electronic payment instruments, use of decentralized applications (DApps) and other services ("External Linked Services"), and connection functions through such interface (the "Connection Service"); and
6. Other related services (including, if the name or content of any service is changed, such service as changed).

2. "Service Agreement" means the agreement concerning the use of the Service entered into with the Company on the condition of agreement to these Terms.
3. "External Terms" means the terms of use, privacy policies and other conditions separately established by External Businesses for External Linked Services.
4. "App" means the application dedicated to the Service.
5. "Applicant" means a person who wishes to use the Service.
6. "User" means a person who has entered into a Service Agreement with the Company.
7. "User Account" means the account granted to a User by the Company under the Service Agreement through which the User may use the Service (including the passcode or biometric information, etc. used for its authentication).
8. "Intellectual Property Rights" means copyrights, patent rights, utility model rights, design rights, trademark rights and other intellectual property rights (including the right to acquire such rights or to apply for registration, etc. of such rights).
9. "Digital Content" means electronic photographs, videos, 3D models, avatars and other digital content available on the Service.
10. "NFT" is an abbreviation of Non-Fungible Token and means, where Digital Content is linked to a non-fungible electronic token to which unique values,

attributes, etc. are assigned (being a transferable item of property value recorded using blockchain or similar technology and transferable), such token and such Digital Content taken as a whole.

11. "SBT" is an abbreviation of Soulbound Token and means a non-transferable NFT.

## Article 3 (Registration for the Service)

1. An Applicant may apply to the Company for registration to use the Service by agreeing to comply with these Terms (including the Individual Terms forming part hereof; the same applies hereinafter) and providing the information prescribed by the Company ("Registration Information") to the Company in the manner prescribed by the Company.

2. The Company will determine whether to accept an Applicant's registration in accordance with the grounds listed in the following Paragraph and other standards of the Company and, if the Company accepts the registration, will notify the Applicant of its acceptance in the manner prescribed by the Company (if a display prescribed by the Company appears on the App used by the Applicant and the Service becomes available for use, such notice of acceptance is deemed to have been given). Upon such notice of acceptance, the Applicant's registration as a User is completed, and the Service Agreement is thereby formed between the Company and the User.
3. The Company may refuse to accept the registration of an Applicant who falls under any of the following items. Even if the Company refuses to accept a registration, the Company is under no obligation to notify or explain the reason to the Applicant.

    1. The Applicant does not agree to these Terms;
    2. The Company determines, on reasonable grounds, that the Applicant is likely to violate these Terms;
    3. All or part of the Registration Information provided to the Company contains any falsehood, error or omission;
    4. The Applicant has previously violated the terms concerning the use of the Service or any other service provided by the Company, or has had their use of a service refused by the Company, such as through cancellation of registration or forced withdrawal;
    5. The Applicant is a minor, an adult ward, a person under curatorship or a person under assistance, and has not completed the procedures necessary for the fully

valid formation of the Service Agreement, such as obtaining the consent, etc. of their parent, guardian or other legal representative, curator or assistant;

6. The Company determines, on reasonable grounds, that the Applicant is an Anti-Social Force (meaning (i) an organized crime group (boryōdan) (as defined in Article 2, item (ii) of the Act on Prevention of Unjust Acts by Organized Crime Group Members (Act No. 77 of 1991, as amended)), (ii) a member of an organized crime group (as defined in Article 2, item (vi) of the same Act), (iii) a person for whom five years have not elapsed since ceasing to be a member of an organized crime group, (iv) a quasi-member of an organized crime group, (v) a company affiliated with an organized crime group, (vi) a corporate racketeer (sōkaiya), (vii) a person engaging in criminal activities under the pretext of social campaigns, (viii) a person engaging in criminal activities under the pretext of political activities, (ix) a special intellectual violent crime group, or (x) any other person equivalent to any of the foregoing; the same applies hereinafter), or has any interaction with or involvement in Anti-Social Forces, such as cooperating in or being involved in the maintenance, operation or management of Anti-Social Forces through the provision of funds or otherwise;
7. The Applicant is subject to economic sanctions imposed by Japan, the United States or any other country or region or any international organization, or resides in a country or region where the Company does not provide the Service;
8. The Company determines, on reasonable grounds, that the Applicant is likely to engage in any of the prohibited acts set forth in Article 12 (Prohibited Acts); or
9. In addition to the foregoing items, the Company determines, on reasonable grounds, that the registration is inappropriate.

4. The application for registration under Paragraph 1 must be made by the person who will use the Service, and, unless otherwise approved by the Company, any application for registration made by a person other than such person (excluding a legal representative) is invalid. In addition, when applying for registration, Applicants must provide true, accurate and up-to-date information to the Company.
5. Users represent and warrant that the Registration Information is true, accurate and up to date.

## Article 4 (Management of User Accounts, etc.)

1. Users must, at their own risk, appropriately and strictly manage and keep their User Account, passcode, Secret Recovery Phrase (including that of any imported wallet)

and other authentication information (collectively, "Authentication Information"), and must not allow any third party to use any of them, or lend, transfer, change the holder of, buy or sell, etc. any of them.

2. The Company may deem any use of the Service made using a User Account or Authentication Information to be an act of the User registered for such User Account.
3. Users bear all responsibility for any damage arising from inadequate management of, errors in the use of, or use by a third party of, their User Account or Authentication Information, and the Company is not liable therefor except in the case of willful misconduct or negligence on the part of the Company.
4. If a User discovers that information concerning their User Account or Authentication Information has been leaked or is being used by a third party, the User must immediately notify the Company and follow the Company's instructions regarding the handling of the User Account and Authentication Information.
5. The Service is provided as a non-custodial wallet. In the Service, the private key of the wallet is encrypted with a passcode set by the User and then split into multiple shares using secret sharing technology and stored, so that the Company alone cannot restore the private key. The Company cannot itself restore the private key, or transfer, use or otherwise dispose of the User's Crypto Assets, etc. or NFTs without the User's authorization.
6. The Company does not hold Users' passcodes or Secret Recovery Phrases and cannot confirm, restore or reissue them. If a User forgets or loses their passcode or Secret Recovery Phrase, the User may become unable to use the Crypto Assets, etc. and NFTs recorded in the wallet, and the Company is not liable for any damage incurred by the User as a result, except in the case of willful misconduct or negligence on the part of the Company.

## Article 5 (Use of the Service)

1. Users may use the Service in accordance with these Terms and at their own risk.
2. For the purpose of enhancing security, the Company may require Users to perform prescribed operations, such as entering a code sent by email (including SMS and other messaging services). In addition, on a device equipped with a biometric authentication function, Users may use biometric authentication with the biometric information they have registered on that function instead of a passcode.
3. Users may transition or connect to, and use, External Linked Services by using the Connection Service. External Linked Services are not included in the Service, and in using External Linked Services, Users accept the following:

1. These Terms do not apply to External Linked Services, and the External Terms apply;
2. The External Business that provides an External Linked Service under the External Terms is responsible for the provision of such External Linked Service, and the Company is not responsible therefor;
3. The Company merely provides an interface for accessing External Linked Services, and does not act as an intermediary, broker or agent for, or solicit, transactions in External Linked Services, or manage Users' Crypto Assets, etc.;
4. Upon a User's instruction, the User's wallet address and other information may be provided by the Company to External Businesses, or by External Businesses to the Company, to the extent necessary for the use of External Linked Services; and
5. The content, terms of provision or availability of External Linked Services may be changed at the discretion of External Businesses, and the Company may change the connection destinations of the Connection Service or terminate connections without notice.

4. Users must prepare and maintain, at their own expense and risk, the computers, smartphones and other devices, communication lines and other communication environment necessary to use the Service.
5. Users must, at their own expense and risk, take security measures appropriate to their environment for using the Service, such as preventing computer virus infection, unauthorized access and information leakage.

   The Company is not liable for any damage incurred by Users due to virus infection, unauthorized access or information leakage, except in the case of willful misconduct or negligence on the part of the Company.

6. Notices from the Company to Users concerning the Service may be given by (i) displaying them within the Service or otherwise making them viewable, (ii) sending them to the contact address registered by the User as Registration Information, or (iii) any other method separately specified by the Company. Unless otherwise provided in these Terms, such notices are deemed to have reached the User at the time they would normally have arrived. Inquiries and other communications or notices from Users to the Company concerning the Service must be made by the method specified by the Company.
7. Upon termination of the provision of the Service, all Service Agreements automatically expire.

## Article 6 (Point Exchange Service)

1. Users may, in accordance with the procedures prescribed by the Company, receive Crypto Assets, etc. prescribed by the Company by using points designated by the Company ("Partner Points") from among the points issued by businesses separately designated by the Company ("Point Providers").
2. The type of Crypto Assets, etc. granted through the Point Exchange Service, the exchange rate against Partner Points, the unit of use, the usage limit and other conditions ("Exchange Conditions") will be those displayed on the App at the time the User confirms the application. The exchange rate is determined by the Company in light of the market price of the Crypto Assets, etc. and other circumstances, and the Company does not guarantee that the exchange rate will match the prices offered by other crypto asset exchange service providers, etc.
3. Crypto Assets, etc. are granted through the Point Exchange Service by the Company sending Crypto Assets, etc. held by the Company itself to the User's wallet. The Company does not receive point settlement payments from Point Providers in connection with Users' use of the Point Exchange Service.
4. The use, expiration and other handling of Partner Points are governed by the terms, etc. established by the Point Providers. Linking with an ID designated by the Point Provider or other procedures may be required to use the Point Exchange Service, and Users consent to the mutual provision of information concerning the User between the Company and the Point Provider to the extent necessary for such procedures and the provision of the Point Exchange Service.
5. After applying, Users may not cancel the application or convert the granted Crypto Assets, etc. back into Partner Points. Users bear any loss arising from price fluctuations of the Crypto Assets, etc. after the grant.
6. If the use of Partner Points obtained by fraudulent means, use in violation of the Exchange Conditions or any other fraudulent use is suspected, the Company may withhold or cancel the grant of Crypto Assets, etc. or demand the return of granted Crypto Assets, etc. In addition, the Company may change, suspend or terminate all or part of the Point Exchange Service if its partnership with a Point Provider ends, it becomes difficult to procure Crypto Assets, etc., or the Company otherwise deems it necessary.

## Article 7 (Gift Code Purchase Service)

1. Users may, in accordance with the procedures prescribed by the Company, purchase au PAY Gift Cards issued by au Financial Service Corporation (the "Gift Code Issuer") and

sold by the Company (“Gift Codes”) in exchange for Crypto Assets, etc. designated by the Company.

2. To use the Gift Code Purchase Service, Users must link their au ID by the method prescribed by the Company, complete identity verification on au PAY, and satisfy the conditions of use under the terms of use established by the Gift Code Issuer and its affiliates. Users consent to the mutual provision of information concerning the User between the Company and each of KDDI CORPORATION and the Gift Code Issuer to the extent necessary for the Company to confirm whether the User satisfies these requirements.
3. The quantity of Crypto Assets, etc. payable as consideration for a Gift Code is calculated by the Company in light of the market price of the Crypto Assets, etc. and other circumstances, and is displayed on the purchase screen. Such quantity applies only within the validity period displayed on the purchase screen.
4. A sales contract for a Gift Code is formed when the User confirms the purchase application on the purchase screen and the Company receives it, and the Company will provide the Gift Code to the User after the transfer of the Crypto Assets, etc. paid as consideration to the address designated by the Company has been confirmed on the blockchain.
5. The use of Gift Codes (including charging to an au PAY balance) is governed by the terms, etc. established by the Gift Code Issuer, and the conditions of use of Gift Codes (including the expiration date, etc.) are as set forth therein. Users must confirm such conditions of use before purchase, and the Company is not responsible for services provided by the Gift Code Issuer.
6. Due to the nature of Gift Codes, once the sales contract has been formed, the User may not, for the User’s own reasons, cancel the application or return, obtain a refund for, exchange or redeem for cash any Gift Code. However, if a Gift Code cannot be used due to reasons attributable to the Company, the Company will, by a method prescribed by the Company, provide a replacement Gift Code, return the Crypto Assets, etc. received or take other measures.
7. Users must manage delivered Gift Codes at their own risk, and must not disclose them to any third party or transfer, resell or otherwise dispose of them. The Company is not liable for any damage incurred by a User as a result of a Gift Code being used by a third party, except in the case of willful misconduct or negligence on the part of the Company.

## Article 8 (Service Fees)

Use of the Service may be subject to fees expressly set forth or displayed in these Terms or separately on the Company's website. Regardless of whether such provisions or displays exist, however, Users bear the costs of preparing and maintaining the computers, software and other devices, communication lines and other communication environment necessary to use the Service. In addition, Users separately bear the fees necessary for transferring assets and otherwise using the Service.

## Article 9 (Ownership of Rights)

1. All ownership rights and Intellectual Property Rights in (i) Digital Content, (ii) the Company's website and (iii) all other tangible or intangible components of the Service (including applications, software programs, databases, icons, images, text, manuals and other related documents, and all other content) belong to the Company or to third parties that license them to the Company.
2. Except as expressly stated in these Terms, the license to use the Service under these Terms does not constitute a transfer or license of any Intellectual Property Rights of the Company or of third parties licensing to the Company in the items listed in (i) through (iii) of the preceding Paragraph.
3. Users must not, for any reason whatsoever, engage in any act that may infringe the Intellectual Property Rights of the Company or of third parties licensing to the Company.

## Article 10 (Confidentiality)

1. In these Terms, "Confidential Information" means any information concerning the technology, sales, business, finances, organization or any other matters of the Company that is disclosed or provided to, or learned by, the User from the Company in writing, orally, by electromagnetic recording media or by any other means, arising out of or in connection with these Terms or the Service. However, the following information is excluded from Confidential Information:

    1. Information that was already publicly known, or already known to the User, at the time of disclosure or provision by the Company;
    2. Information that became publicly known after disclosure or provision by the Company through no fault of the User;
    3. Information lawfully obtained from a third party with legitimate authority to disclose or provide it without any obligation of confidentiality; and

4. Information independently developed by the User without use of Confidential Information.

2. Users must use Confidential Information solely for the purpose of using the Service or such other purpose for which it was disclosed or provided, and must not disclose, provide or leak Confidential Information to any third party without the Company's written consent. However, if disclosure of Confidential Information is required pursuant to laws and regulations or an order, demand or request of a court or a government agency, the User may disclose or provide it to the necessary third parties to the minimum extent required by such laws and regulations or such order, demand or request, provided that the User promptly notifies the Company thereof after becoming subject to such requirement.
3. Whenever requested by the Company, Users must immediately, in accordance with the Company's instructions, return or destroy Confidential Information, all documents and other records containing or recording Confidential Information, and all copies thereof.

## Article 11 (Use of Data and Personal Information)

The Company's handling of information concerning Users is governed by the "HashPort Wallet Privacy Policy" separately established by the Company, and Users consent to the Company handling information concerning them in accordance with such privacy policy.

## Article 12 (Prohibited Acts)

In using the Service, Users must not engage in any of the following acts:

1. Acts that directly or indirectly infringe, or may infringe, the Intellectual Property Rights, portrait rights, privacy rights, reputation or any other rights or interests of the Company, other Users, External Businesses or any other third party;
2. Acts related to criminal activity or contrary to public order and morals;
3. Acts that violate, or may violate, these Terms, laws and regulations, or the internal rules of any industry association to which the Company or the User belongs;
4. Transmitting information containing computer viruses or other harmful computer programs;
5. Attempting unauthorized access to the Service;

6. Transmitting data exceeding a certain data volume specified by the Company through the Service;
7. Impersonating the Company or any third party, or intentionally spreading false information;
8. Allowing a third party to use a User Account, or otherwise lending, transferring, changing the holder of, buying or selling, or otherwise disposing of a User Account;
9. Reproducing, copying, duplicating, modifying, altering, transmitting to the public, distributing, transferring, lending or translating (i) Digital Content, (ii) the Company's website or (iii) any other tangible or intangible components of the Service without the Company's prior consent;
10. Reverse engineering, decompiling, disassembling or any other act that interferes with the servers or network systems of the Service;
11. Improperly manipulating the Service using bots, cheat tools or other technical means;
12. Intentionally exploiting defects in the Service;
13. Making unreasonable inquiries or demands to the Company, such as repeatedly asking similar questions more than necessary;
14. Acts that interfere, or may interfere, with the Company's provision of the Service;
15. Interfering with other Users' use or enjoyment of the Service;
16. Improperly collecting, disclosing or providing other Users' personal information, Registration Information, usage history, etc.;
17. Having any interaction with or involvement in Anti-Social Forces, such as cooperating in or being involved in the maintenance, operation or management of Anti-Social Forces through the provision of funds or otherwise;
18. Applying for registration for the Service for the purpose of money laundering, or using the Service for money laundering;
19. Using the Point Exchange Service or the Gift Code Purchase Service fraudulently or in violation of the conditions prescribed by the Company (including using fraudulently obtained Partner Points, opening or using multiple User Accounts to circumvent usage limits, purchasing Gift Codes for the purpose of resale, and repeated or automated use of fee support);
20. Acts that violate, or may violate, laws and regulations, etc. concerning economic sanctions;
21. Assisting or encouraging any act falling under any of the preceding items; or

22. In addition to the foregoing items, any act that the Company reasonably determines, on reasonable grounds, to be inappropriate.

## Article 13 (Suspension, Interruption, Change and Termination of the Service)

1. The Company may suspend or interrupt the Service for regular maintenance or as otherwise necessary, in which case the Company will notify Users in advance. However, the Company may suspend or interrupt all or part of the Service without prior notice to Users in any of the following cases:

    1. When urgently inspecting or maintaining the systems relating to the Service;
    2. When the Company determines that suspension or interruption is necessary due to failure, erroneous operation, excessive concentration of access, unauthorized access, hacking or the like affecting the systems or communication lines, etc. relating to the Service;
    3. When the Company determines that suspension or interruption is necessary due to force majeure such as fire, power outage or natural disaster;
    4. When any trouble, interruption or suspension of service provision, suspension of linkage with the Service or of transition or connection from the Service, change of specifications or the like occurs in any service other than the Service; or
    5. In addition to the foregoing items, when the Company determines that urgent suspension or interruption is necessary.

2. The Company may change the content of the Service or terminate its provision for the Company's own reasons. If the Company terminates the provision of the Service, the Company will notify Users in advance.
3. Within the period notified by the Company under the preceding Paragraph, Users must, at their own risk, transfer, migrate or move, etc. the Crypto Assets, etc. and NFTs held by them using the Service to another wallet, etc. The Company is not liable for any damage incurred by a User as a result of the User's failure to transfer such assets and content within such period, except in the case of willful misconduct or negligence on the part of the Company.

## Article 14 (Suspension of Use of the Service, Deletion of User Accounts, etc.)

1. If a User falls under any of the following items (including where the Company determines, on reasonable grounds, that the User is likely to fall under any of them),

the Company may suspend the User's use of the Service without prior notice or demand:

1. The User violates any provision of these Terms (including the User's representations and warranties hereunder; the same applies hereinafter);
2. Any Registration Information is found to be false (meaning that such Registration Information is not true, accurate or up to date);
3. The User has used or attempted to use the Service for a purpose or by a method that may cause damage to the Company, other Users, External Businesses or any other third party;
4. The User has interfered or attempted to interfere, by any means, with the Company's provision of the Service; or
5. In addition to the foregoing items, the Company determines, on reasonable grounds, that it is appropriate to suspend the User's use of the Service.

2. If a User falls under any of the following items, the Company may, without prior notice or demand, terminate all or part of the Service Agreement with the User or delete the User's User Account:

1. The User violates any provision of these Terms and fails to cure the violation within 14 days after being requested by the Company to do so;
2. Any of the cases set forth in items 2, 3 or 4 of the preceding Paragraph;
3. The User dies;
4. The User suspends payments or becomes insolvent, or a petition is filed for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation or any similar proceedings (including the preparation for or commencement of out-of-court workouts);
5. A bill or check drawn or accepted by the User is dishonored, or the User is subject to suspension of transactions by a clearing house or any similar measure;
6. A petition is filed for attachment, provisional attachment, provisional disposition, compulsory execution or auction;
7. The User is subject to a disposition for delinquent taxes or public charges;
8. The User has not used the Service for six months counting from the month following the month in which the User last used the Service, and has not responded to communications from the Company for 30 days or more;

9. The User falls under any of the items of Article 3 (Registration for the Service), Paragraph 3; or
10. In addition to the foregoing items, the Company determines, on reasonable grounds, that the User's use of the Service is inappropriate.

3. If a User falls under any of the items of the preceding Paragraph, the User automatically loses the benefit of time with respect to all debts owed to the Company, without any notice or demand from the Company, and must immediately repay them to the Company.

## Article 15 (Procedures after Deletion of a User Account or Termination of the Service Agreement)

1. Upon termination of the Service Agreement, for whatever reason, the User must immediately cease using the Service.
2. If (i) a User Account is deleted or (ii) a Service Agreement terminates, the Company may delete the User's Registration Information recorded in the User Account and other data concerning the User relating to the Service (provided, however, that (a) information whose deletion is technically impossible or extremely difficult and (b) information required to be retained under laws and regulations, etc. will not be deleted).
3. The Company is not liable for any damage incurred by a User as a result of the deletion of data concerning the User under the preceding Paragraph.
4. Users agree in advance that if (i) their User Account is deleted or (ii) their Service Agreement terminates, (a) information concerning their User Account cannot be recovered, and (b) they will no longer be able to hold SBTs, NFTs or Crypto Assets, etc. in the Service.
5. Even after termination of the Service Agreement, Article 9 (Ownership of Rights), Article 10 (Confidentiality), Article 11 (Use of Data and Personal Information), this Article (Procedures after Deletion of a User Account or Termination of the Service Agreement), the following Article (Disclaimer of Warranties and Limitation of Liability), Article 17 (Users' Liability for Damages, etc.), Article 19 (Assignment of Contractual Position, etc.), Article 21 (Severability), Article 22 (Exclusion of Anti-Social Forces), Article 23 (Governing Law and Jurisdiction) and Article 25 (Language) remain in effect.

## Article 16 (Disclaimer of Warranties and Limitation of Liability)

1. The Company makes no warranty whatsoever, whether express or implied, with respect to the receipt, display and sending of Crypto Assets, etc. (including transfers of Crypto Assets, etc. between Users), the receipt, display and sending of NFTs (including transfers of NFTs between Users), the Point Exchange Service, the Gift Code Purchase Service, the Connection Service and other related services, or the value, functions and uses of Crypto Assets, etc., SBTs and NFTs, that they will (i) be fit for any particular purpose of the User, (ii) achieve any particular result, (iii) function properly on all versions of operating systems, web browsers or apps, (iv) have the expected functions, merchantability, accuracy, safety, usefulness or legality, (v) not infringe the rights of third parties, (vi) be available continuously and permanently, (vii) be free from interruption, discontinuation or other failures, (viii) be free from bugs or defects, or (ix) be free from hacking or theft.
2. Users must investigate, at their own risk and expense, whether their use of the Service violates any laws, cabinet orders, ordinances, rules, orders, circulars, local ordinances, guidelines or other regulations applicable to them (collectively, "Laws and Regulations"), and the Company does not guarantee in any way that a User's use of the Service complies with the Laws and Regulations applicable to the User.
3. Users must handle and resolve, at their own risk, any transactions, communications, disputes, etc. arising between the User and other Users or other third parties in connection with the Service, and the Company bears no responsibility whatsoever for such matters, except in the case of willful misconduct or negligence on the part of the Company.
4. The Company bears no liability whatsoever to compensate for any damage incurred by Users due to the suspension, interruption, termination, unavailability or change of the Company's provision of the Service, loss of data or failure of or damage to equipment resulting from the use of the Service, or otherwise in connection with the Service, except in the case of willful misconduct or negligence on the part of the Company.
5. The Company makes no warranty whatsoever with respect to websites other than the Company's website or information obtained therefrom, whether because links are provided or for any other reason, except in the case of willful misconduct or negligence on the part of the Company.
6. Defects in the Company's systems, defects in a User's device or web browser, or operations outside the scope of these Terms may affect the display of the amount of Crypto Assets, etc. held in the Service, the speed of transfers, etc. In such cases, the Company bears no liability whatsoever to compensate for any damage incurred by

Users in connection with the Service, except in the case of willful misconduct or negligence on the part of the Company.

7. The Company is not liable for any damage or disadvantage incurred by Users due to force majeure if the performance, etc. of the Service is hindered by natural disasters (including, without limitation, typhoons, tsunamis, earthquakes, storm and flood damage, lightning strikes and salt damage), fire, infectious diseases, contagious diseases, epidemics, cyberattacks, pollution, war, civil war or riots, acts of terrorism, strikes, the enactment, amendment or repeal of laws and regulations, orders or dispositions by public authorities, labor disputes, accidents affecting transportation or communication lines, sharp increases in raw material or freight costs, significant fluctuations in exchange rates or any other event beyond the Company's reasonable control.
8. The Company bears no liability whatsoever to compensate for any damage incurred by Users due to future changes in Laws and Regulations or tax systems concerning Crypto Assets, etc., SBTs or NFTs.
9. Even if Users incur damage because future changes in Laws and Regulations or tax systems concerning Crypto Assets, etc., SBTs or NFTs have retroactive effect, the Company bears no liability whatsoever to compensate retroactively for such damage.
10. The Company bears no liability whatsoever to compensate Users for any loss incurred due to price fluctuations of Crypto Assets, etc. or NFTs, except in the case of willful misconduct or negligence on the part of the Company.
11. By their nature, transactions on a blockchain cannot be reversed once executed. Users must verify the destination address, network, quantity, etc. at their own risk, and the Company is not liable for any damage incurred by Users due to an erroneous transfer, except in the case of willful misconduct or negligence on the part of the Company.
12. Users must, at their own risk and expense, file returns for and pay any taxes arising from their use of the Service (including the grant of Crypto Assets, etc. through the Point Exchange Service, the purchase of Gift Codes and the use of External Linked Services), and the Company makes no guarantee whatsoever regarding the tax treatment of Users.
13. The Company makes no guarantee whatsoever that Users will be able to use External Linked Services, and makes no warranty of any kind with respect to External Linked Services, including as to their continued existence, proper operation or safety.
14. When using External Linked Services, Users (i) must thoroughly review the External Terms applicable to such External Linked Services and comply with them at their own expense and risk, and (ii) if any dispute, etc. arises between the User and the

External Business providing such External Linked Service, must handle it at their own expense and risk and must hold the Company harmless therefrom.

15. The Company is liable for the Service only to the extent limited in accordance with the provisions of these Terms. The Company is not liable for matters that the provisions of these Terms state are not warranted, for which the Company is not liable, or for which Users are responsible, except in the case of willful misconduct or negligence on the part of the Company. Even if a User incurs damage in connection with the Service, the Company is not liable except in the case of willful misconduct or negligence on the part of the Company.
16. If a User incurs damage in connection with the Service due to the negligence (excluding gross negligence) of the Company and the Company is liable for damages notwithstanding the disclaimer provisions of these Terms, then, regardless of the cause of action, whether breach of contract, tort or otherwise, the Company (i) is liable only for direct and ordinary damages actually incurred by the User and is not liable for incidental, indirect, special or future damages or damages for lost profits, and (ii) is liable up to an aggregate maximum of 10,000 yen.
17. If the Service Agreement between the Company and a User constitutes a consumer contract as defined in the Consumer Contract Act (Act No. 61 of 2000, as amended), any provision exempting the Company from all of its liability does not apply. However, except in the case of willful misconduct or gross negligence on the part of the Company, the preceding Paragraph applies.

## Article 17 (Users' Liability for Damages, etc.)

1. If a User engages in any act in violation of these Terms (including where the Company determines, on reasonable grounds, that the User is likely to do so), the Company may enjoin such act.
2. If a User causes damage to the Company (including reasonable attorneys' fees) by violating these Terms or in connection with the use of the Service, the User must compensate the Company for such damage.
3. If a User receives a claim from, or has a dispute with, other Users, External Businesses or any other third party in connection with the Service (collectively, "Disputes, etc."), the User must immediately notify the Company of the details, handle such Disputes, etc. at their own expense and risk, and hold the Company harmless therefrom. In addition, at the Company's request, the User must report the progress and outcome to the Company.

4. If the Company incurs damage due to Disputes, etc., the User must compensate the Company for such damage.

## Article 18 (Changes to the Content of the Service and to these Terms, etc.)

1. The Company may change the content of the Service.
2. The Company may amend these Terms in accordance with the provisions of the Civil Code. When amending these Terms, the Company will make known the effective date and content of the amended Terms by posting them on the Company's website or by other appropriate means. The amended Terms take effect when such effective date arrives.

## Article 19 (Assignment of Contractual Position, etc.)

Users may not assign, transfer, pledge as security or otherwise dispose of their contractual position under the Service Agreement or any rights or obligations thereunder to any third party without the Company's prior written consent.

## Article 20 (Entire Agreement)

These Terms constitute the entire agreement between the Company and the User with respect to the matters contained herein, and supersede all prior agreements, representations and understandings between the Company and the User, whether oral or written, with respect to such matters.

## Article 21 (Severability)

Even if any provision of these Terms or any part thereof is held invalid or unenforceable under the Consumer Contract Act or any other Laws and Regulations, the remaining provisions of these Terms and the remaining part of any provision held partly invalid or unenforceable will continue in full force and effect, and the Company and the User will endeavor to amend such invalid or unenforceable provision or part to the extent necessary to make it lawful and enforceable, so as to secure the purpose of such provision or part and its legally and economically equivalent effect.

## Article 22 (Exclusion of Anti-Social Forces)

1. Users covenant to the Company as follows:

    1. That (i) neither the User nor any of the User's officers or persons equivalent thereto is an Anti-Social Force (as defined in Article 3 (Registration for the

Service), Paragraph 3, item 6; the same applies hereinafter), and (ii) the User is not involved with any corporation, etc. in whose management Anti-Social Forces are substantially involved, and that the User will not fall under (i) or (ii) in the future;

2. That the User (i) does not provide funds, etc. or benefits to, or otherwise have any involvement with, Anti-Social Forces, and (ii) does not allow Anti-Social Forces to use the User's name to enter into or perform the Service Agreement; and
3. That, during the term of the Service Agreement, the User will not, whether directly or through a third party, engage in any of the following acts against the Company or other Users:

(i) Making violent demands;
(ii) Making unreasonable demands beyond legal responsibility;
(iii) Using threatening words or actions or violence in connection with the Service;
(iv) Damaging credit or obstructing business by spreading rumors or by using fraudulent means or force; or
(v) Any other acts equivalent to the foregoing.

2. If a User breaches the covenants in the preceding Paragraph, the Company may immediately terminate all or part of the Service Agreement without any notice or demand. In such case, the Company is not liable for any damage incurred by the User due to such termination.

## Article 23 (Governing Law and Jurisdiction)

These Terms and the Service Agreement are governed by the laws of Japan, and the Tokyo District Court has exclusive jurisdiction as the court of first instance over all disputes arising out of or in connection with these Terms or the Service Agreement.

## Article 24 (Consultation)

If any matter not provided for in these Terms arises, or any doubt arises regarding the interpretation of these Terms, the Company and the User will consult with each other in good faith and promptly seek a resolution.

## Article 25 (Language)

These Terms are prepared in Japanese, and this English version is a translation thereof. In the event of any discrepancy or inconsistency between the Japanese version and this English version, the Japanese version prevails.