

Terms and Conditions of Services

These terms and conditions (hereinafter, the "Terms and Conditions") set forth the terms and conditions on which Exceed One Co., Ltd. (hereinafter, the "Company") provides Customers (as defined below) with software (hereinafter, the "Product"). Upon commencing use of the Product, the Customer is deemed to have agreed to all provisions of the Terms and Conditions and to have executed the Product Usage Agreement (hereinafter, the "Agreement") with the Company. If the Customer does not agree to the Terms and Conditions, the Customer must not use the Product.

Article 1. Purpose and Definition

1. The purpose of the Terms and Conditions is have the Company grant the Customer a non-exclusive license to use the Product on condition that the Customer comply with each provision of the Terms and Conditions.
2. In the Terms and Conditions, the following terms shall have the meanings ascribed thereto as follows.
 - (1) In the Terms and Conditions, "Customer" means any person, whether a company or an individual, who uses the Product.
 - (2) "Product" means the software itself and related documents and programs provided by the Company to the Customer, including any revised programs related thereto.
 - (3) "Officers or Staff" means officers or staff members who are employed by or represent the Customer, including any people from any company which has a sub-contract with the Company or is affiliated with the Company.
 - (4) Product is a product which adds additional function(s) to the "Office365" service provided by Microsoft. "Tenant" refers to the unit of the Customer with respect to Microsoft's grant to the Customer of a license to use its "Office365" service upon the Customer's execution of a usage agreement with Microsoft.
 - (5) "Monthly Contract" refers to when the term of the Agreement is set at one month, when the cutoff date for the calculation of the license fee is set at the end of the month, and when the payment date of the license fee is set at the end of the next month.
 - (6) "Yearly Contract" refers to when the term of the Agreement is set at one year, and when the payment date of the yearly license fee is set at the end of the month following the month on which the Customer entered into the Agreement with the Company.

Article 2. Copyright and Other Rights

Copyright, other intellectual property rights, and any other rights related to the Product shall belong to the Company. Execution of the Agreement does not transfer from the Company to the Customer any copyright, other intellectual property rights, or any other rights related to the Product.

Article 3. Licensing of Product and License Fee

1. The Company grants the Customer a non-exclusive license to use the Product subject to the limitations on the Products use with respect to the licensed territory, licensed location, licensed services, and user limitations designated by the Company, and only if the Customer meets the requirements designated by the Company, including those set forth in the Terms and Conditions (if the Product is not freely distributed by the Company, such requirements include the payment of license fees to the Company, as provided for separately).
2. The Company may grant the Customer a license to use the Product on a trial basis, to be used only under limited conditions and only if the Customer meets requirements designated by the Company, including those set forth in the Terms and Conditions, excluding any terms and conditions concerning the license fee. If the Customer uses the Product as part of a one-time use trial, the Customer may not repeatedly use the Product on a trial basis.

3. If the Company decides to charge a fee for use of the Product, the license fee which the Customer shall pay to the Company shall be any of the types listed below;
 - (1) License fee charged to every "Tenant"
The Company designates one or more of its "Office365" services to the Customer. The Customer declares to the Company the number of accounts that are attached to their "Office365" "Tenant" pursuant to the usage agreement between the Customer and Microsoft. The Company would then decide upon a license fee in accordance with a table of license fees separately created by the Company listing the appropriate fee for the number of accounts per "Tenant".
 - (2) License fee charged on every account
The Customer declares to the Company the number of Customer accounts which would use the Product. The Company would then decide upon a license fee in accordance with a table of license fees separately created by the Company listing the appropriate fee for the number of accounts.
4. In either case listed above, if the number of accounts that the Customer retains increases, the Customer shall notify the Company of the increase by the end of the month containing the day on which the number of accounts increased. The Customer shall pay license fees to the Company in accordance with a table of license fees separately created by the Company, based on the revised number of accounts.
5. In either case listed in Article 3-3, the Customer and the Company agree that there shall be no decrease in the license fee if the number of accounts the Customer has under the Agreement decrease.
6. The Customer and the Company agree that the cutoff date and payment date for the license fee can be any of the types listed below:
 - (1) Monthly Contract: the cutoff date shall be the last day of each month, with the payment date on the last day of the next month
 - (2) Yearly Contract: the payment date shall be the last day of the month following the month containing the day on which the Customer enters into the Agreement with the Company.
7. The Customer shall pay the license fee to the Company by any of the methods below:
 - (1) Electronic bank transfer to a bank account which the Company specifies (in this case, the currency shall be either JPY, US\$, or Euros, and the Customer shall be responsible for any bank fees)
 - (2) Paypal
8. The Company will send a bill by email to the Customer only if the Customer requests a bill.
9. The Company may change the license fees without the consent of the Customer. For Monthly Contracts, the Customer shall pay the revised license fee on the last day of the month following the month on which the license fee was changed. For Yearly Contracts, the Customer shall pay the revised license fee on the last day of the the month following the month on which the agreement is renewed.
10. The use of the Product shall be limited to one member of the Customer's Officers or Staff per each account. If the Company determines from usage patterns that more than one member of the Officers or Staff of the Customer has been using a single Product account, the Company may increase the license fee or cancel the Agreement, depending upon the amount of unauthorized use.
11. The Customer may not transfer, establish security rights over, or assign its rights in any copies it may make of the Product to any third party, even if the Customer seeks to make copies of the Product for back-up purposes.
12. The license under the Agreement is granted solely to the Customer, and the Customer may not transfer, establish security rights over, or otherwise assign its contractual position or any rights or obligations under the Agreement to any third party.

Article 4. Prohibited Acts

1. The Customer may not alter, adapt, reverse-engineer, de-compile, or disassemble all or any part of the Product by any method whatsoever.

2. The Customer may not use or copy the Product, whether in whole or in part, unless clearly permitted in the Terms and Conditions or as may be permitted separately by the Company.
3. The Customer shall not have the right to license its rights in relation to the Product to any third party, and may not sell, rent, lease or otherwise dispose of the Product to a third party.

Article 5. Scope of Warranty

1. The Product shall be provided as is without any warranty, and the Company gives no warranty that the Product is suitable for any specific purpose, that the Product is free of defects, whether apparent or hidden, or that use of the Product will not infringe any third party rights, nor does the Company make any other warranty. The Company shall not be required to provide technical support or other services to the Customer in relation to the Product.
2. If the Company assumes that it is necessary to revise an error (bug) in the Product, the Company may revise the Product without pre- or post-notice or approval from the Customer; provided, however, that the necessity, timing, method and fees (whether or not charged) related to the revision of the software or the provision of information related to such revision shall all be determined at the Company's discretion.
3. Even if the Company undertakes the revisions described in the preceding paragraph, the Company does not guarantee normal functionality of the Product after such revision.

Article 6. Limitation of Liability

1. The Company shall not be liable for any damage arising with respect to the Product (including consequential, incidental or punitive damages), whether such damage results from use of the Product or otherwise. Any direct or indirect problem arising with respect to the Product shall be resolved at the responsibility and expense of the Customer.
2. The Customer shall not hold the Company accountable for any damage or liability regarding any claims made by a third party against the Customer in relation with the Product; provided, however, that the Customer must promptly report to the Company if any such claims are made. Even if a dispute arises regarding the Product between the Customer and a third party with respect to copyright or other intellectual property rights or under the Product Liability Act, the Company shall not be liable therefor.
3. The Company shall not be liable for any problems with the Customer's hardware, equipment, or data due to use of the Product.
4. The Customer shall be responsible for any costs associated with hardware, internet access charges, or other costs, and the Company shall not be liable for any such costs.
5. The Customer shall, by itself, manage information or data which the customer stores or utilizes with respect to the Product, and the Company has no obligation to manage such data or information. The Company does not make a back-up of the Customer's data. However, the Company may, if necessary, use the Customer's data to assist in resolving any technical problems that may arise, such as, for example, any system or other problems.
6. In addition to the above, the Company shall not be liable for any damage whatsoever incurred by the Customer, clients of the Customer, or other third parties with respect to the use of the Product.

Article 7. Contract Period, Cancellation and Termination

1. The Agreement shall be formed on the day on which the Customer commences use of the Product. For a Monthly Contract, the term of the Agreement shall be one month. For a Yearly Contract, the term of the Agreement shall be one year.
2. For a Monthly Contract, the Agreement shall be renewed automatically at the end of each month for successive one month terms unless the Customer notifies the Company that the Customer seeks to terminate the Agreement.
3. For a Yearly Contract, the Agreement shall be renewed automatically for successive one year terms unless the Customer notifies the Company of the Customer's intent to terminate the Agreement at least two -months before the end of the original or a successive Agreement term.

4. If the Customer cancels the Agreement in the middle of the Agreement term, the Company is not obligated to return any license fee to the Customer.
5. The Customer may not cancel the Agreement if within three month after the start of the Agreement term. If the Customer cancels the Agreement within three month after the start of the Agreement term, the Customer shall pay a three month license fee to the Company.
6. The Company may cancel the Agreement without notice when any of the below conditions occur. In such case, the Company is not required to return any license fee to the Customer. The Customer shall compensate the Company for any damages (including delinquency charges for any unpaid or late license fees) resulting from the actions of the Customer.
 - (1) The Customer breaches any provisions of the Terms and Conditions.
 - (2) The Customer is delinquent on license fees for more than 30 days after the designated payment date.
 - (3) The Company determines that two or more Officers or Staff of the Customer have used or are using one Product account
 - (4) In addition to the above, the Company assumes it is improper to continue the use of the Product by the Customer where, for example, the Customer destroys the confidential relationship between the Customer and the Company.
7. If, after the Agreement has been terminated pursuant to Article 9-2, the Company retains Customer data, the Company may delete such data 30 days after the termination of the Agreement.

Article 8. Amendment of Agreement

The Company may amend the Terms and Conditions. The provisions of the amended Terms and Conditions shall become effective when the Company notifies the Customer or announces on its website the amendment and the relevant amended section(s), and thereafter either Customer agrees to such amendment or starts to use the Product.

Article 9. Change of Product

1. The Company may change or revise the specifications, content, distribution method, or other features of the Product, and may determine the price of the Product at its sole discretion, without prior notice to the Customer, and the Customer hereby gives consent thereto.
2. The Company may cease providing the Product and may terminate the Agreement at 6 months after providing notice to the Customer by a method which the Company determines is proper, such as, for example, placing the notice on the Company's website, and the Customer hereby gives consent to have the Agreement be terminated in such manner.

Article 10. Individual Terms

If, by way of transmission of a text file or other method, the Company or the Product provider presents individual terms of use to the Customer in regard to the Product (hereinafter, "Individual Terms") in addition to the Terms and Conditions and the Customer gives consent to such Individual Terms, whether by continuing to use the Product or by other means of consent, then such Individual Terms shall supersede the Terms and Conditions with respect to matters not covered herein or that conflict herewith, and the Customer shall be required to comply with such Individual Terms.

Article 11. Export Controls

The Customer agrees not to ship, transfer or export the Product or any information or technology contained therein to any country to which Japan or other relevant countries prohibits or restricts shipment, transfer, or export thereof. If the Customer breaches this provision and is punished by the authorities of any affected country, the Company shall terminate the Agreement and cease cooperation with the Customer.

Article 12. Confidentiality Obligation

1. The Customer shall not disclose to any third party, or use for any purpose other than the purpose of the Agreement, any business, technical or other confidential information of the Company known to it through the Agreement until such information becomes available to the public by means other than the parties to the Agreement.
2. The Customer agrees that the Company may use any Customer information acquired by the Company over the course of the term of this Agreement for the below purposes:
 - (1) Where the Company sends information which is needed for the execution or performance of the Agreement to the Customer.
 - (2) Where the Company sends advertisements concerning the Company's services to the Customer

Article 13. Governing Law and Jurisdiction

The Agreement shall be governed by the laws of Japan. The Tokyo District Court shall have exclusive jurisdiction in the first instance to resolve any disputes arising from the Terms and Conditions.