

WowTalk Terms and Conditions of Service

I. General Provision

Article 1 Agreement of Terms

1. Welcome to the WowTalk communication solution service, provided by WowTech Inc.). (“WowTech”), which is exclusive worldwide licensed by WowTech Corporation (the “Service”). WowTalk Terms and Conditions of Service (the “Terms and Conditions”) is applied the agreement (this” Agreement”) of using the Service entered to between the WowTech and the corporate or the firm (the “Company User”) and end user accepted by Company User (the “End User”).
2. By registering of the Service, the Company User is regarded as agreeing to the Terms and Conditions.
3. WowTech regards as agreeing End User to the Terms and Conditions registered as End User by the Company User.
4. WowTech may modify the Terms and Conditions at any time. If we do so, we’ll let you know either by posting the modified Terms on the Site or App or through other communications.

Article 2 Definitions

As used herein, the following terms shall have the following meanings:

- (1)“Service” means the communication software tool in the corporate to use the electronic terminal device or personal computer, named “WowTalk”, which has voice speech system and chat system etc.
- (2)“App” means the application to use this Service (WowTalk) by the electronic terminal device.
- (3)“Our Website” refers the website to provide the Service.
- (4)The “Agreement” means the agreement in accordance with the Terms and Conditions for using the Service.
- (5)“Company User” refers the user of corporation or the other organization who has agreed the Agreement.
- (6)“End User” refers the user of the person who is allowed to use the Service the Company User and belongs the corporate or the organization of Company User.
- (7)“Registration of Service” means the procedure of starting the Service of the Company User by way of our specification.
- (8)“Registration of End User” means the procedure of necessary to use the Service.
- (9)“Company User Information” means the information of the Company User, provided for Registration of Service.
- (10)“End User Information” means the information of the End User provided to start to use the Service and collecting privacy information set in Article 25 by WowTech.
- (11)“Chat Information” means the contents which is the information such as text, audio files, music, images, videos, software files, and the like, that may be accessed through the Chat in the Service.
- (12)“Service Fee” means the fee of the Service provided in Our Website.
- (13)“Free Service” means that the Service Fee is free. The Free Service Term is set to subject to start the Service and to pay the fee, for beginner of Company User.
- (14)“Agent” means the agent of the Service entered the contract between WowTech and the agent.

II. Services

Article 3 Conditions of Service

1. WowTech may provide the Services in worldwide.
2. WowTech will show Company User and End User (collectively the “Users”) the conditions for operating, using or the other of the Services under separate regulations.
3. Users shall prepare the computer, electronic terminal device and means of communications for using the Service on Users’ own expense and responsibility and shall operate and connect properly.
4. Users shall prepare network environment for using the Service on Users’ own expense and responsibility, and WowTech disclaims all warranties relating to the User’s network environment.

Article 4 Agreement

1. Application of using the Service shall be performed in accordance with procedure of Registration of Service under separate regulations by Company User. In addition to, when Company User applies through the Agent, Company User shall accept that Company User may require the agreement between the Agent in advance.
2. The Agreement shall take effect from the time completing the Registration of Service after the corporate wishing to use the Service has been agreed the Terms and Conditions.
3. WowTech may refuse the application in case of the reason of violation the Terms and Conditions of applicant or the corporate of the corporate wishing to use the Service, or being made not appropriate judgment by WowTech.

Article 5 (User Support)

WowTech shall provide the support against Company User and End User for usage of the Service in accordance with the separate condition or method.

Article 6 (Consignment)

Users agree WowTech may commission the third party to do service or operation, for example safekeeping of End User Information and Chat Information for providing the Service with required information, or information processing, etc. WowTech shall make the third party's consignee be obligated the same WowTech obligation.

Article 7 (Email Address and Password)

1. Users shall keep and care users' registered email address, ID, password for using the Service properly and not to be used unlawful manner.
2. Users shall change the registering password and try safekeeping the password.
3. Users shall assume the responsibility against safekeeping and care Users' email address, ID and password. And Users must not disclosure, leakage, assignment or provision of security for third party and must not use the third party, including common use of a number of people for one ID.
4. WowTech treats all activities conducted with the email address, ID or password as that have been conducted by the holder of its email address, ID or password the Users' self. WowTech assumes no liabilities in connection with care of its email address, ID and password.
5. WowTech disclaims all warranties or damages relating to be used unlawful manner of email address, ID and/or password by third party, except for willful or gross negligence of WowTech.

Article 8 (Company User Information)

Company User Information is saved the sever in Data Center managed by WowTech or contractor of WowTech.

Article 9 (End User Information and Chat Information)

1. WowTech records End User Information and Chat information recognized to provide the Service automatically.
2. WowTech obtains the information data of access status and conditions by the method of an unspecified privacy, and then WowTech may use the data to improve service quality or to provide better service statistically.
3. WowTech provides platform of chat system and records the End Users' Chat Information automatically, and WowTech will not concerned about all chat contents, therefore WowTech assumes no obligations of disclosure or delete Chat Information against Company User and END User

Article 10 (WowTech's Liability of Information)

WowTech shall exercise due care of a prudent manager and responsibility in order for email address, ID and password set in Article 7 and information set in Article 8 and 9. However WowTech shall not be liable for its failure to perform any its obligations or its damages of deleted, lost, leaked or broken data to Company User or third party as follows:

- (1) In case of fire, power cut, hacking, computer virus, earthquake, flood, war, embargo, strike, riot, shortage of material, delay or interruption or facility helplessly trouble of transportation, governmental acts or any other cause beyond the reasonable control of WowTech.
- (2) Third Party Infringement, whether intentional or negligent, or not.
- (3) Intentional or negligence acts of Company User

Article 11 (Disclaimer Warning)

1. The Service is provided "AS IS," without warranty of any kind, except as expressly specified in this Terms and Conditions, whether expressly or impliedly, to the extent allowed by applicable law or not.
2. WowTech make no warranty regarding the completeness, accuracy, integrity, effectiveness, or reliability of any performance of the Service or App including security-related faults, errors, bugs.
3. Except as expressly specified in this Terms and Conditions, WowTech make no warranty regarding the function of voice speech system and Chat system and the other additional service, including errors, bugs, and WowTech shall not be responsible for any damages inflicted upon Users in relation to function of voice speech system and chat system to be used the Service.
4. Users agree it occurs reduction in a data communication rare of User's computer or terminal device in advance.
5. Users' use, download or install of the Service and App are at User's own risk and own expense, WowTech make no warranty regarding these completeness, accuracy.
6. Users shall use the Service and App in accordance with Terms and Conditions, and Users shall use own judgement or own liability.
7. Except for its express liability under the Terms and Conditions, WowTech assume no obligations or liabilities in connection with such Service against users' damages.

Article 12 (Damages)

The compensation for damages in respect to set forth in Article 7,10,13 or 25 due to WowTech's negligence, limited ordinary and/or direct damages, shall be to the total amount of received fees from Users ("Received Amount"). Further WowTech deems Received Amount is no account and no damages in term of Free Service.

Article 13 (Confidentiality)

1. In this Term and Conditions, the "Confidential Information" means all of the information that WowTech was provided or disclosed from Company User or that came to the Company User's knowledge in the query form, email or the other electronic recording media or by the way of providing or disclosure with respect to the Company User's technology, operation, business, financials or organization in connection with the Agreement, provided, except for the information: (1) that has already been in public domain in general or has already been known by Company User at the time such information was provided or disclosed from the other party or come to WowTech's knowledge; (2) that has been in public domain by way of publication or otherwise for reasons not attributable to WowTech after such information was provided or disclosed from Company User or come to WowTech's knowledge; (3) that has been duly obtained by WowTech without the duty of confidentiality from a third party authorized to provide or disclose such information; (4) that was independently developed without the Confidential Information; (5) that has been confirmed by Company Use in writing it is not necessary to keep confidential; and (6) privacy information set forth in Article 25.
2. WowTech hereto shall use the Confidential Information only for the purpose of providing the Service and shall not provide or disclose to third parties or divulge the Confidential Information without the Company User's express or implied consent, provided, in case of commission set forth in Article 6, WowTech may disclose such commissioned third party.
3. WowTech may disclose the Company User's Confidential Information pursuant to laws and regulations or based on the order, demand or request enforced by court or governmental institution.
4. In case of making copies of the documents or the media including such Confidential Information, WowTech shall treat the copies that apply to section 2 Article 13.

to

Article 14 (Publication)

Unless otherwise agreed in writing, WowTech may make public the Company User's name to use the Service in press release, sales materials, Investor Relation materials or WowTech's website.

III. Company User and End User (Users) Responsibility

Article 15 (Prohibited Matter)

1. Users shall not engage in the following when using the Service.

- (1) Activities that use for commercial purpose except for using in Company User's office without WowTech's acceptance or the other unfair purpose.
 - (2) Activities that use the Service to violate the law or to commit a crime.
 - (3) Activities how the Service is used to induce to commit a crime or to be possible to induce it.
 - (4) Activities that may hinder or hinder public order or customs.
 - (5) Activities that infringe the third party's right on the chat.
 - (6) Activities that infringe intellectual property rights, such as copyrights, trademarks and all other rights regarding using the Service or may infringe them.
 - (7) Activities that try to reverse engineering, de-compile, dis-assemble, repair, interpret or remodel.
 - (8) Activities that interfere with or disrupt the Service or the servers and/or network systems of the Service.
 - (9) Activities that interfere with the WowTech 's operation of the Service by means of computer virus, spam or other unfair measures.
 - (10) Activities that violate Terms and Conditions.
 - (11) Other activities that are deemed by WowTech to be inappropriate by the reasonable ground.
2. WowTech reserves the right in the following the case in violation of the terms set force in section 1 of Article 15.
- (1) To disable access to the Service and to discontinue the Users' support.
 - (2) To remove the Chat Information.
 - (3) To disclose Company Information of violation Company of this Term and Conditions.
 - (4) To claim damages incurred WowTech's arising from the Company User or End User to Company User.
 - (5) Action that are deemed by WowTech to be suitable.

Article 16 (Users' Responsibility)

1. If Users cause damages to WowTech regarding to the Service or App on Users' responsibility, Company User shall be liable to compensate for such damages.
2. If Users cause damages to the third party, Users must settle a dispute of Users' responsibility and expense and WowTech makes no warranty. If another Users or third parties brought claim against WowTech, the Company User shall resolve such claim or dispute at its responsibility and expense and WowTech makes no warranty.
3. In the event Users inflict damage upon third parties the reason that Users violate of the term of prohibition in Section 15, Users shall settle a dispute of Users' responsibility and expense and WowTech makes no warranty.

Article 17 (Payment of the Fee)

1. Users shall pay the fee determined separately on the website in accordance with conditions writing in the application form; provided in the event Company User agreed via Agent, Company User shall pay the fee in accordance with the terms and conditions shown by Agent.
2. WowTech may disable access the Service or terminate this Agreement based on Section 21 if Company User fails to pay this payment.

IV. Suspension and Modification

Article 18 (Suspension of the Service)

1. Users agree WowTech may suspend or disable access all or part of the Service by providing prior notice, or in case of emergency, without prior notice, in the event of rising the following matters:
 - (1) The case of providing the maintenance, inspection or renewal of the apparatus of the server or the other system necessary to provide the Service regularly or urgently.
 - (2) The case of hard providing the Service by inevitable forces including fires, power failure, disasters, labor disputes, war or riots; or disturbance by third parties, or the other rising or being able to rising, states of emergency.
 - (3) The case of not providing service by telecommunications carrier.
 - (4) The case that WowTech need to deems to be suitable of operational or technical reason.
2. In case of suspending or disabling access all or part of the Service in accordance with Section 1, WowTech assumes no obligations or liabilities against Users or third parties.

Article 19 (Modification, Addition, or Expiry)

1. Users agree WowTech may change or add all or part the Service without prior notice.
2. Users agree WowTech may expire all or part the Service by three (3) month prior notice from WowTech.

V. Termination

Article 20 (Cancellation)

Company User may termination of the Agreement, provided, if WowTech has received the proposition of cancellation until due date of cancellation proposition decided by WowTech, WowTech deems the termination date is the last day of present month, and if WowTech has received the proposition of cancellation after due date of cancellation proposition decided by WowTech, WowTech deems the termination date is the last day of next month,

Article 21 (Termination)

WowTech may terminate this Agreement, at its sole direction, without prior notice as follows:

- (1) In the case that End user breaches under this Terms and Conditions.
- (2) In the case that WowTech suspends or termination or conclude the Service.
- (3) In the case that are deemed by WowTech to be unsuitable.

Article 22 (Repudiation of Anti-Social Force)

Each party hereto represents and warrants that it or any of its officers or employees is not and will not fall into any of the Anti-Social Force.

Article 23 (Handling at Termination of Agreement)

1. WowTech assumes no responsibilities to Users regarding providing support of the Agreement and the other matter of Service after the termination of the Agreement.
2. WowTech may delete the data including saved Company User Information, End User Information Chat Information and these backup data by WowTech's judgement.
3. All Company User's obligations against WowTech in terms of using Service shall not extinguish until fulfillment of the obligation even if the Agreement has been termination for any reason.

VI. Use of Website providing the Service

Article 24 (Provision of reproduction or appropriation)

WowTech's contents within WowTech's website for example documents, photos, illustration and images include WowTech or third parties' intellectual property, for example copyrights, trademarks or patents, therefore Users shall be prohibited reproduction or appropriation of the contents.

VII. Miscellaneous

Article 25 (Privacy)

Users shall agree separate Privacy Policy (<http://www.wowtech.co.jp/privacy>) including privacy policy limited edition for the Service.

Article 26 (Property Rights Owner)

All intellectual property, including copyrights, patent, trademark, design, know-how but not limited thereto, of Service or subordinate documents or materials of the Service shall be solely owned by WowTech.

Article 27 (No Assignment)

Users may not assign, lend or grant a security interest in any of its all or part rights or delegate any of its obligations under this Terms and Conditions and Company User may not license another company except End User, and End User may not use another user.

Article 28 (Governing Law)

The provisions of this Terms and Conditions and concerning all legal matters will be governed by and construed in accordance with the law of Japan.

Article 29 (Jurisdiction)

Both parties agree all disputes arising in connection with the Terms and Conditions shall be settled by the court, and exclusive jurisdiction of Tokyo District Court.

Last update: April 1, 2017