

# OF-Z Terms of Use Oct 05 2022

## Revised

“OF-Z Terms of Use” (these “Terms of Use”) set forth the terms for the use of services (including trial use without any charge, collectively the “Services”) provided through “OF-Z” operated by OF-Z.com. (“we” or “us” or “our”).

Upon using the Services, you shall accept and agree to all provisions in these Terms of Use. By using the Services, you shall be deemed that you accept and agree to all provisions in these Terms of Use.

### **Article 1 (Definitions)**

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

- a. “Metaverse” means is a concept of a persistent, online, virtual universe that combines multiple different virtual spaces.
- b. “Subscriber” means any individual, juridical person or other managers that has concluded the User Agreement with us for the use of the Services.
- c. “Owner” means is a owner of data generated in virtual office operations, Owner can only be an individual, not an organization, team or company. You can let the enterprises or employers pay for your virtual office metaverse purchase, but we only recognize “Owner” as its owner, Usually the “Subscriber” is the same person as the owner.
- d. “User Agreement” means a contract for the use of the Services entered into by and between Subscriber and us.
- e. “Trial Period” means the period during which Subscriber may use the Services without charge immediately following the conclusion of the User Agreement.
- f. “Virtual Office” means the virtual space provided to Subscriber on the web in the Services.
- g. “Avatar” refers to the icon displayed on Space as Users' avatar.
- h. “E-Signatures” First upload the user's signature photo to complete the e-signature settings and every time an e-signature is used, a hash code is created to proving that the signature is unique.
- i. “Forms” In performance and execution to achieve goals for manager assist by customizable forms.

- j. “Users” means the officers or employees of Subscriber who actually use the Services (if Subscriber is a sole proprietor, then Subscriber oneself shall be included).
- k. “User Roles” The different virtual office function and document access permissions can be specified for users.
- l. “Account” refers to an account that is granted respectively for each user to use the Services, and one User for one Account.
- m. “Staff on active duty employees” Total number of available users.
- n. “License” Total number of available users limit and expiration date (Example : Support 1~51 staff on active duty employees , Aug 10, 2023 in expires).
- o. “Ownership of data” we do not provide the E-backup for enterprises or teams, only “Owner” consent to transfer to a new successor can be able to inherit historical data. If not? then they only rebuild a new virtual office and do not contain the past data, because those are the data is intellectual property of “Owner” experience.
- p. “Intellectual Property Rights” refers to copyrights, patent rights, utility model rights, trademark rights, design rights, and any other intellectual property rights (including the rights to acquire or to apply for registration, etc., of such rights).
- q. “Our Website” means a website operated by us of which domain is “of-z.com” (if, for any reason whatsoever, the domain or content thereof is modified, then such modified website is included).

## **Article 2 (Outline of Services)**

- a. Our Services shall be provided for the purpose of A Good Work-Life Balance “Employers who are committed to providing environments that support work-life balance for their employees can save on costs, experience fewer cases of absenteeism, and enjoy a more loyal and productive workforce,” OF-Z virtual office can assist employers offer options as telecommuting and flexible work schedules can help employees have a better work-life balance.
- b. OF-Z virtual office currently provide the closest metaverse experience on offer, the metaverse virtual office will be driven by augmented reality, with each user mirroring a job title, avatar and signature . For example, you might take a realize business authorization with e-signature in your virtual office, finish work and get more times to relax, and then manage your business portfolio or finances all inside the metaverse.
- c. For more detailed information concerning the Services, please acknowledge explanation pages on the Services or Our Website and our Service Level Agreement (hereinafter referred to as the “SLA”) specified separately. In addition, the specifications of the Services may be changed due to addition or update of its functions, etc.

## **Article 3 (Scope of these Terms of Use)**

- a. These Terms of Use shall apply to the User Agreement by and between Subscriber and us, or any and all relations with regard to the use of the Services between Subscriber and us.
- b. The rules for the use of the Services described on the Services or Our Website shall form a part of these Terms of Use.
- c. If there is any conflict or inconsistency between the provision of these Terms of Use and the rules set forth in the preceding Paragraph or any other explanation, etc., of the Services out of these Terms of Use, then the provisions of these Terms of Use shall prevail unless otherwise specified that such explanation, etc., shall prevail.

## **Article 4 (Conclusion of User Agreement)**

- a. Individuals, judicial persons and any other organizations desiring to use the Services (hereinafter referred to as “Applicant”) may apply to us for concluding the User Agreement of the Service by entering the information necessary to conclude the User Agreement in the application form specified by us after agreeing with the provisions of these Terms of Use, and the User Agreement shall be concluded by our acceptance of such application.
- b. Applicant shall accurately provide us with information required to conclude the User Agreement, separately specified by us.
- c. Upon usage of the Services, Subscriber shall have Main User comply with these Terms of Use, and if Main User breaches any of the provisions of these Terms of Use, then Subscriber shall be liable for such breach.
- d. If we deem that Applicant falls under or is likely to fall under any of the following, then we may not accept the application by the Applicant. In this case, we shall have no liability to explain or compensate for damages with respect to reason for the refusal:
  - 1. where we deem that there is a risk of violating these Terms of Use;
  - 2. where all or part of information provided by the Applicant to us is false, error in writing or erroneously omitted;
  - 3. where the User Agreement of the Services has been terminated or any of these Terms of Use has been violated, in the past;
  - 4. where we deem that Applicant is Anti-Social Forces, Etc., (means an organized crime group, a member of an organized crime group, right-wing group, anti-social force, or any other person equivalent thereto; the same shall apply hereinafter), or that Applicant is engaged in any contact or involvement with Anti-Social Forces, Etc., such as cooperating or participating in the maintenance, operation, or management of Anti-Social Forces, Etc., through financial assistance or otherwise; or
  - 5. where we deem the usage to be inappropriate due to other than preceding Items.

e. If Subscriber falls under or is found to fall under any of the events set forth in the respective Items of the immediately preceding Paragraph after the conclusion of the User Agreement, then we may, at its discretion, restrict the use of the Services in whole or in part or terminate the User Agreement of the Services. In addition, we shall not have any obligation to disclose such reason therefor.

f. If any change in the information provided to us concerning Subscriber, then Subscriber shall, without delay in the manner specified by us, notify us of such change and submit the materials requested by us. All damages incurred by Subscriber which are due to the failure to change such information shall be borne by such Subscriber and we shall have no liability in any way.

## **Article 5 (Trial Period and Handling After Trial Period)**

a. Subscriber may use the Services free of charge within the Trial Period specified separately by us upon complying and having Main User comply with these Terms of Use. In addition, the Trial Period may not be available for Subscriber who has previously entered into the User Agreement with us.

b. When the Trial Period expires, Subscriber may thereafter use the Services in exchange for payment of the charges under the User Agreement by completing the registration procedure for the payment method of the usage fees separately specified by us.

c. If Subscriber does not complete the registration procedure for the payment method set forth in the immediately preceding Paragraph by the end of the Trial Period, Subscriber may thereafter continue to use the Services.

d. In the Freemium Use, if Subscriber does not access the Space for more than one (3) month, the User Agreement shall be terminated automatically, and Subscriber shall not be able to use the Space thereafter. In addition, the same shall apply for where we notify Subscriber of the termination of the User Agreement with a period of one (1) month or more.

e. Subscriber shall not object to the fact that the User Agreement may be terminated in accordance with the immediately preceding Paragraph. In addition, the provisions of Article 7, Paragraph 4 shall apply even where the User Agreement is terminated in accordance with the immediately preceding Paragraph.

## **Article 6 (Succession of Data)**

When using the Services for a fee or the Freemium Use after the end of the Trial Period, Subscriber may continue to use the Space (including Account, Avatar and other data relating to the Space; hereinafter the same in this article) used during the Trial Period; We do not provide the E-backup for enterprises or teams and except subscribers, only subscriber

consent to transfer to a new subscriber can be able to inherit historical data. If not? then they only rebuild a new virtual office and do not contain the past data, because those are the data is intellectual property of subscriber's experience.

## **Article 7 (Contract Period in Case of Paid Use)**

a. If Subscriber completes the registration procedure for the payment method of the usage fees separately specified by us, the effective period of the subsequent User Agreement shall be the period set forth in the User Agreement; provided however that unless any of the parties hereto indicates one's intention to refuse to renew the User Agreement by seven (7) days prior to the expiration date of the effective period of the User Agreement, the User Agreement shall be automatically renewed on the same conditions for the same period from the time of expiration of the effective period, and the same shall apply thereafter.

b. Subscriber may terminate the User Agreement at any time even within the effective period of the User Agreement; provided however that no refund of the usage fees for the Services shall be made even if the User Agreement is terminated before the expiration of the effective period.

c. Subscriber, who is granted to use the two (2) or more Spaces under the User Agreement, may not make any renewal refusal or termination of the User Agreement relating to a part of such Spaces. Further, in order to change the number or sort of the Space available or the plan selected under the User Agreement, Subscriber shall be required to agree with conditions, etc., for such changes in the manner separately specified by us after mutual consultation with us.

d. In the event of termination of the User Agreement, we shall be entitled to delete any data stored on the Services by Subscriber, such as the Space, Account, Avatar used by Subscriber, from the recording media such as the server for the Services, and Subscriber hereby acknowledges and agrees that such data may become unavailable to browse, confirm or otherwise on or after the termination of the User Agreement. We shall not be liable for any damages caused by any deletion of such data.

e. Notwithstanding the provisions of the immediately preceding paragraph, Articles 16, 18 to 20 and 26 to 28 of these Terms of Use shall survive termination of the User.

## **Article 8 (Functions of Services)**

a. Subscriber may use the following functions, etc., on the Space. For details of the respective functions, and functions other than those listed in the following Items, the descriptions on the Services and on the explanatory pages of Our Website shall be followed:

1. News and Politics function

Users may check internal news and policies.

2. Chat function  
Users may send messages to employees in the virtual office for one to one.
3. Online Time Record function  
Users online time has been recorded for easy query, statistics and analysis.
4. Document and Approval function  
Create documents and approvals, perform tasks and manage processes with e-signatures and comments.
5. Personal Image and e-signature function  
Update personal photos and signature photos to create e-signature and personal working image.

b. We may, at its sole discretion, change or add to functions of the Services at any time.

## **Article 9 (Account Registration and Design of User Roles and Permissions)**

a. We only provide virtual office metaverse services for “Owner”. We help protect the intellectual property of experience for “Owner”. You can let the enterprises or employers pay for your virtual office metaverse purchase, but we only recognize “Owner” as its owner, start or suspend the virtual office only “Owner” control, we do not provide the E-backup for enterprises or teams, only “Owner” consent to transfer to a new successor can be able to inherit historical data. If not? then they only rebuild a new virtual office and do not contain the past data, because those are the data is intellectual property of “Owner” experience.

1. Outside Employee  
Only receive and initiate forms task and signature, and do not allow access to news, policies and other public documents.  
  
It is suitable for temporary employees assigned by cooperative institutions, such as legal consultants, computer consultants, etc., They are serving of multiple employers at the same time.
2. General Employee  
It represents the majority of regular employees, arbitrarily receiving and initiating forms task and signature, checking news, policies, writing work notes, accessing shared documents, and limited to authorized data.
3. News Editor  
On the basis of general employee roles restrictions, the right to publish news and policies has been increased. Typically, this role is delegated to an Administrative Assistant.
4. Secret Clerk

The main responsibility of this role is to review whether the management forms has been approved according to the complete design process, and print a backup.

It is suitable for secret-related positions such as Secretary, Office Clerk, File Clerk or Office Manager. It is an high-level permission and can view all files in archives.

5. Executive Director

This is the highest authority of the virtual office, suitable for CEOs, executive directors, and can view all documents in the office.

6. Resigner

Suitable for employees who have resigned and are no longer allowed to enter the virtual office.

7. Suspended Duties

Suitable for employees who are temporarily suspended and denied access to the virtual office.

8. Vacant Desk

This role does not allow login to virtual office, suitable for pre-set or soon-to-be recruited situations. First, pre-set new desks, job titles, departments, and workspaces.

9. Configuration

On the basis of general employee roles restrictions, the right to configure staff job titles, desk location, and working department has been increased, and also can publish news or policies. Typically, this role is delegated to an Office Manager.

10. Senior Maintainer

This user is not displayed and is responsible for maintenance work such as fault cleaning, system upgrade, data recovery, security monitoring, and help managers design or translation forms.

## **Article 10 (Management of Password, Etc.)**

a. Users should reset their passwords as soon as they receive their account information, upon setting up one's password, have obligation to set up and use a password that is difficult to be predicted by a third party, in accordance with the following Items, and we shall have no liability for any damage caused by the Main User's failure to perform the obligation above:

1. Complex password such as consisted by mixing alphabetic uppercase and lowercase, numerals, and symbols;
2. Original password that is not used on other websites or services, etc.;
3. Password that is not based on easily predictable information such as one's address, telephone number, birth date, etc.; and
4. Password that is not based on other elements or information which are easily

predicted by a third party.

b. Subscriber shall be responsible for managing one's own password registered by Users upon using the Services and shall not manage the password in the manner that is likely to be known to any third party.

c. Any use of the Services made by using the correct password of the Subscriber shall be deemed to be made by Users who has registered such password, and if any damage is suffered by us or any third party due to unauthorized use of such password attributable to Subscriber, then Subscriber shall compensate for such damage whether or not the person who has used such password is Users of the Subscriber.

d. If we have deemed that there is a likelihood of unauthorized use, such as in the event of failures to log in more than a certain number of times, then we may, at its sole discretion, suspend the use of such Account. In such case, Subscriber shall release the suspension of use in accordance with the procedures specified by us. Even if any damage is caused by Subscriber's inability to use the Services due to such suspension measures taken by us, then, except the damage arising out of any reason attributable to us, we shall have no liability therefor.

## **Article 11 (Use of Space)**

Subscriber may grant Users to use the Space with using one's granted Account and may also grant Users to use the Space by issuing the URL of the Space thereto. When Users the Space, they shall enter the Space with one's Avatar and E-Signatures.

## **Article 12 (Charges and Payment Method)**

a. Subscriber may use the Services free of charge within the Trial Period.

b. During the effective period of the User Agreement, Subscriber shall pay to us usage fees for the Services set forth in the table of charges separately stipulated by us, in accordance with the number of the Space provided in the User Agreement and the selected plan, in the manner set forth in the User Agreement.

c. Subscriber shall pay to us usage fees for the Services set forth in the immediately preceding Paragraph no later than the due date inclusive provided below in the manner set forth in the User Agreement; provided however that other due date or any other condition has been agreed therein , such conditions shall prevail.

d. We shall not refund the usage fees for the Services received from Subscriber unless there is any reason attributable to us.

## **Article 13 (Prohibited Acts)**



Upon using the Services, Subscriber shall not make any acts that fall under the any of the following Items:

1. Act contrary to laws and regulations or to public order and morality (including, but not limited to, such act in the Space by Users);
2. Act infringing Intellectual Property Rights, portrait rights, privacy rights, reputation, or other rights or interests, of us, other Subscriber or other third parties (including, without limited to, act that causes such infringement directly or indirectly);
3. Registration of false information upon application for use of the Services;
4. Act related to criminal acts (including, but not limited to, such act in the Space by Users);
5. Act related to transmission of data including computer viruses or any other harmful computer programs;
6. Falsification of information utilizable in connection with the Services;
7. Using the information provided by us in the Services for a purpose other than using the Services;
8. Act related to disassembly, decompilation, reverse engineering, or any other alteration, modification or analysis, etc., of software of the Services;
9. Act interfering with our operation of or other Subscriber's uses of the Services, such as the sending and receiving of extremely large amounts of data through the Services over a short period of time;
10. Act likely to interfere with our operation of the Services; or
11. Any other act to be deemed inappropriate by us.

## **Article 14 (Cessation of Services, Etc.)**

a. We may cease or suspend the use of the Services in whole or in part without prior notice to Subscriber in the event of any of where:

1. We make, periodically or ungently, inspections or maintenance of the computer system related to the Services;
2. Providers of infrastructural functions as the premises of our providing the Services, such as telecommunications carriers, server operators have ceased or suspended the provision of their services, in whole or in part;
3. Our computer or communications line, etc., has been suspended due to an accident;
4. We have been less able to operate the Services due to force majeure such as fires, power outages, epidemics, or acts of God; or
5. We have deemed that suspension or suspension of the Services is required.

b. We may, at our sole discretion, terminate the provision of the Services by giving Subscriber not less than one (1) month prior notice, and the User Agreement shall be automatically terminated at time of the date of termination of the provision of the Services.

c. We shall have no liability for any damages suffered by Subscriber due to any measures taken by us under this Article, except where due to our willful misconduct or negligence.

## **Article 15 (Burden of Facilities, Etc.)**

- a. Subscriber shall, at one's own costs and responsibilities, prepare and maintain computers, software and other equipment, communication lines and other communication environments, etc., required to use the Services.
- b. Subscriber shall, at one's own costs and responsibilities, take security measures such as preventing one's computer from being infected by computer virus, and prevention of unauthorized access and information leakage, according as the one's usage environments of its the Services. We shall have no involvement in and no liability for any Subscriber's usage environments of the Services or security measures.
- c. If Subscriber installs software, etc., on Subscriber's computers, etc., by downloading or otherwise from Our Website, upon commencement of or during use of the Services, then Subscriber shall take adequate care not to cause the loss or alteration of the information held by Subscriber or the failure or damages, etc., to the equipment, and we shall have no liability for any such loss or damages, etc., above caused to Subscriber.

## **Article 16 (Attribution of Rights)**

All ownership rights and Intellectual Property Rights with respect to Our Website and the Services shall be attributable to us or the party granting the license to us, and our granting the use of the Services under the provisions of these Terms of Use shall not mean the transfer or licensing of such Intellectual Property Rights except those as expressly provided in these Terms of Use.

## **Article 17 (Termination and Measures upon Violation, Etc.)**

- a. We shall temporarily suspend the use of the Services for Subscriber or terminate the User Agreement without prior notice or demand, in the event where:
1. Subscriber breaches any of the provisions of these Terms of Use;
  2. We find that there is any false fact within information registered by Subscriber on the Services;
  3. Subscriber uses or intends to use the Services for any purpose or means that may cause damage to us, other Subscriber, or any other third party;
  4. Subscriber interferes with our operation of the Services by any means whatsoever;
  5. Subscriber is suspended of payments (shiharai-teishi) or becomes insolvent (shiharai-funou), or a petition for commencement of bankruptcy (hasan) proceedings, civil rehabilitation (minji-saisei) proceedings, corporate reorganization (kaisha-kousei) proceedings, special liquidation (tokubetsu-seisan), or similar proceedings is filed;

6. A bill or a cheque drawn or accepted by Subscriber is dishonored by a clearinghouse, or Subscriber is taken a suspension of transaction with a clearinghouse, or other similar measures;
7. Subscriber is filed a petition for attachment, provisional attachment, provisional disposition, compulsory execution, or auction;
8. Subscriber is executed a disposition of tax delinquency;
9. The Services are not used for not less than six (6) months and we deem Subscriber to have no intention to use the Services, such as no response to the communication from us; or
10. We deem not appropriate to continue as Subscriber.

b. If Subscriber falls under any of the events set forth in the respective Items of the immediately preceding Paragraph, then the entire remaining obligations of Subscriber owed to us shall automatically accelerate and become due and payable immediately to us.

c. We shall have no liability for any damages suffered by Subscriber due to actions taken by us under this Article.

## **Article 18 (Warranty Disclaimer and Exemption from Liability)**

a. The Services are provided on an “As is” basis and we make, except matters set forth in the SLA, no representation or warranty for the Services including suitability for any particular purpose, commercial usefulness, completeness, continuity and so on.

b. Any transactions, communications or disputes, etc., arising between Subscriber and any third party in connection with the Services or Our Website shall be handled and settled at Subscriber’s responsibilities, and we shall not be involved in or liable for any such matters, except the matters arising out of any reason attributable to us. If we are unavoidably involved therein, then Subscriber shall indemnify to us the damages and expenses (including, but not limited to, attorneys’ fees) arising from those.

c. Subscriber shall, at one’s responsibilities and costs, investigate whether the use of the Services violates any laws and regulations, internal rules of trade associations, etc., applicable to Subscriber, and we do not guarantee that the use of the Services by Subscriber complies with any laws and regulations, internal rules of trade associations, etc., applicable to Subscriber.

d. The Services may be provided in cooperation with external services or systems, etc. However, we do not guarantee such cooperation, and we shall have no liability for any failure to cooperate with external services or systems, etc., in the Services, except the failures arising out of any reason attributable to us.

e. Even if any link from Our Website to other website or any link from other website to Our Website is provided, we shall have no liability for any reason whatsoever with regard to other websites other than Our Website and for any information obtained therefrom.

f. Even if we have any liability to Subscriber for damages due to any reasons such as the non-application of the disclaimers stipulated in these Terms of Use, then the scope of our liability shall be limited to ordinary damages (excluding lost profits) and the amount for compensation shall be limited to the total amount of the usage fees for the Services actually received from Subscriber in the immediately preceding six (6) months from the time of the occurrence of the cause of the damages. Further, Subscriber hereby fully understands and agrees and accepts that we shall not provide the Services unless Subscriber consents to the provision of upper limit in this Article.

g. Notwithstanding the provisions of the immediately preceding Paragraph, if Subscriber is a “consumer” (as defined in Article 2, Item 1 of the Consumer Contract Act (Act No. 61 of 2000)) and damages of such Subscriber are caused our intentionally or by our gross negligence, then the provisions of the immediately preceding Paragraph shall not apply.

## **Article 19 (Confidentiality)**

a. In these Terms of Use, “Confidential Information” means information that is clearly expressed to the effect that confidential by the other party, out of information that is, in relation to the User Agreement or the Services, disclosed or provided by the other party in writing, orally, or by means of recording media, etc., concerning the other party’s technical, business, financial, organizational, and other matters (information disclosed orally shall be deemed as Confidential Information only where the disclosing party notifies the receiving party of that the information is confidential and delivers the content thereof in writing within 14 days after such disclosure); provided, however, that any information that falls under any of the following Items shall not be a Confidential Information. With respect of contents of words said by or messages sent by Users in the Space and distributed files documents, we do not browse, watch, obtain, etc., those, except storing messages sent by Users at the Services to be provided for Users’ browsing. , while we do not browse those:

1. any information that is already in the public domain or has already known to the receiving party, at the time of provision or disclosure by the disclosing party;
2. any information that enters the public domain through publications or any other reason not attributable to the receiving party, after provision or disclosure by disclosing party;
3. any information that is legally obtained by the receiving party without being bound by any obligation of confidentiality from a third party who has a lawful right to provide or disclose those to the receiving party;
4. any information that is made independently by the receiving party without using any Confidential Information; or
5. any information that is acknowledged in writing by the disclosing party to the effect

that it is not necessary to maintain in confidence.

b. We and Subscriber shall use Confidential Information only for the purpose of providing or using the Services, and shall not provide, disclose or divulge Confidential Information of the other party to a third party without the written consent of the other party.

c. Notwithstanding the provisions of the immediately preceding paragraph, we and Subscriber, as receiving party, may disclose Confidential Information to the extent necessary to comply with any law or order, demand or request of a court or governmental institution; provided, however, that if such order, demand or request is made to the receiving party, then the receiving party shall promptly notify the disclosing party to that effect.

## **Article 20 (Handling of Information)**

a. We shall use (including the storage of backup data, disclosure to third parties such as contractors for operations relating to the provision of the Services to the extent necessary, and other methods of use) the text, images, movies, information provided or inputted by Subscriber and Users, and other data obtained through the use of the Services on Our Website or the Services to the extent necessary for the purpose of providing the Services to such Subscriber and for purposes stipulated in Article 2 of the Company's Privacy Policy , while we shall not use those for any other purpose.

b. With respect of contents of words said by or messages sent by Users in the Space and distributed files documents, we do not browse, watch, obtain, etc., those, except storing messages sent by Users at the Services to be provided for Users' browsing. Provided, however, we may record and use information in connection with usage situation of the Services by Users, such as the login status of Account, the status of movement of each Avatar and content and status of saying by Users within the Space, and upon using such information, the provisions of the immediately preceding Paragraph and the provisions of the Act on the Protection of Personal Information (Act No. 57 of 2003) shall be observed.

## **Article 21 (Protection of Personal Information)**

a. When Subscriber commences using the Services, Subscriber shall, at one's own responsibilities, implement measures, etc. (including but not limited to the measures set forth in each of the following Items), that are necessary to comply with the Act on the Protection of Personal Information and any other related laws and regulations:

1. To obtain the consent of the individual concerned prior to using the personal information for other purposes than the use of the Services;
2. Not to provide the personal information obtained to third parties without the consent of the individual concerned;
3. Not to process, copy or reproduce the personal information obtained beyond necessity;

4. To delete or destroy the personal information obtained as soon as possible after it has been used; and
5. When the personal information obtained is saved, to imply the sufficient security measures and to protect it from leakage.

b. If Subscriber breaches the obligation set forth in the immediately preceding Paragraph, then we shall have no liability for any damages occurred thereby. Further, Subscriber shall indemnify any and all damages and expenses (including, but not limited to, attorneys' fees) incurred by us as due to Subscriber's breach of the obligations set forth in the immediately preceding Paragraph.

## **Article 22 (Contact / Notice)**

a. Any inquiry concerning the Services or any other contact or notice from Subscriber to us and any notice concerning change in these Terms of Use or any other contact or notice from us to Subscriber shall be made in the manner specified by us.

b. Subscriber shall not make any setting, etc., to refuse receipt of email sent to Subscriber from us, and if an email sent to Subscriber is not delivered due to errors or any other reason such as a setting to refuse receipt of email from us or a change of the email address of Subscriber, then the notice from us shall be deemed to have been given at the time when the notice should normally arrive.

c. If an email sent to Subscriber is not delivered due to errors, etc., then we may cease the delivery of email to such email address of Subscriber.

d. Even if Subscriber has suffered any damage due to failure to receive notices from us in the event set forth in the preceding two Paragraphs, we shall have no liability therefor.

## **Article 23 (Modifications of these Terms of Use)**

In the event of any of the following cases, we may modify these Terms of Use by notifying Subscriber by a method (including e-mail) deemed appropriate by us without obtaining Subscriber's consent. In addition, we shall not be required to individually notify Subscriber of the contents of the modification, while Subscriber shall, at one's own responsibilities, confirm the latest version of these Terms of Use at any time when using the Services:

1. where the modification of these Terms of Use is in the general interest of Subscriber;  
or
2. where the modification of these Terms of Use is not contrary to the purpose for which the User Agreement was made and is reasonable in light of the necessity of the modification, the reasonableness of the content after the modification, the content of the modification and any other circumstances pertaining to the modification.

- b. Notwithstanding the provisions of the immediately preceding Paragraph, we shall, with regard to a material modification to these Terms of Use, post on Our Website or notify Subscriber of that these Terms of Use are to be modified, the content of the revised Terms of Use (the “Revised Terms of Use”) and the effective date of the revision, at least one (1) month prior to the effective date of the Revised Terms of Use.
- c. If Subscriber is significantly adversely affected by any material modification of these Terms of Use, then such Subscriber may notify us of one’s objection to the modification within one (1) month after receiving the notice set forth in the immediately preceding Paragraph.
- d. If Subscriber uses the Services without objection on or after the effective date of the Revised Terms of Use, or if Subscriber does not object within the period specified in the immediately preceding Paragraph, such Subscriber is deemed to have agreed to the Revised Terms of Use.
- e. The Revised Terms of Use shall become effective as of the date specified in the notice set forth in Paragraph 1 and Paragraph 2 of this Article; provided however that if Subscriber notifies us of one’s objection set forth in Paragraph 3 of this Article, then such Subscriber shall continue to be subject to these Terms of Use as they were in force immediately before the Revised Terms of Use came into force.

## **Article 24 (Elimination of Anti-Social Forces)**

We represent and warrant to Subscriber that we are not any of Anti-Social Forces, Etc., and that we are not any other relevant person being engaged in any contact or involvement with Anti-Social Forces, Etc., such as cooperating or participating in the maintenance, operation, or management of Anti-Social Forces, Etc., through financial assistance or otherwise.

## **Article 25 (Entrustment to Third Party)**

- a. We may entrust all or part of operations relating to the provision of the Services (including, but not limited to, operations, etc., for receiving charges and supporting the use of the Services) to a third party without obtaining consent of Subscriber respectively; provided however that we shall not provide Confidential Information to such third party without separate consent of Subscriber.
- b. In the event of entrustment of operations relating to the provision of the Services to a third party in accordance with the provision of immediately preceding Paragraph, we shall be responsible to appoint and supervise such third party and impose on such third party obligations equal to those set forth in Article 19 hereof.

## **Article 26 (Prohibition of Assignment of Contractual Status)**

a. Subscriber may not assign, transfer, pledge or otherwise dispose of one's contractual status under the User Agreement or one's rights or obligations under these Terms of Use to any third party without our prior written consent.

b. In the event of our business assignment related to the Services to any other company, we may, with advance notice to Subscriber, transfer our contractual status under the User Agreement, rights and obligations under these Terms of Use, and Subscriber information to the assignee of such business assignment, in conjunction with such business assignment, and Subscriber shall be deemed to have previously agreed to such assignment by this Paragraph. The business assignment stipulated in this Paragraph shall include not only the ordinary business assignment, but also company split and any other cases where the business is transferred.

## **Article 27 (Severability)**

Should any provision of these Terms of Use or any part thereof be held invalid or unenforceable by laws and regulations, etc., the remaining provisions of these Terms of Use and the remainder of the provisions which have been deemed invalid or unenforceable in part shall remain in full force and valid.

## **Article 28 (Governing Law and Jurisdiction)**

a. Subscriber and we hereby agree these terms of use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Estonia. The Estonia courts will have non-exclusive jurisdiction over any claim arising from, or related to, a visit to our site.

b. Where you are a consumer living in another part of the European Union you may bring action in the courts of the jurisdiction in which you live.

## **Article 29 (Good-Faith Consultations)**

Any matters not stipulated in these Terms of Use or any question arising in the interpretation of these Terms of Use shall be promptly resolved after mutual discussion in good faith by and between we and Subscriber.

**E-mail: of-z@of-z.com**

**Enacted and enforced on October 1, 2022. Revised on October 5, 2022.**