

Comparison Table

TIG Platform Terms of Service (Direct Transaction)

Old	New
TIG Platform Terms of Service (Direct transaction) These terms of service (hereinafter called the "Terms") defines the terms of use as well as the relationship of rights and obligations between the parties concerned in regards to the use of TIG Platform (the service as specified in Article 2, hereinafter called "TIG platform") provided by Paronym Inc. (hereinafter called "PARONYM"). Before using TIG Platform, the customer must read through all of the Terms and agree to them. 1. Application (a) This Terms has the purpose to determine the provision conditions of the TIG platform and the rights and obligations related to the use of the platform and applies to any and all relations relating to the use of the TIG platform between the customer and PARONYM. (b) The customer, by using the TIG platform, is deemed to have accepted all of the contents covered in the Terms. (c) In circumstances where the content of the Terms and other explanations given on the TIG platform outside of the Terms differs, what is stipulated in the Terms shall prevail. 2. Definitions In this Terms, each of the terms will be defined as the following items: (i) "TIG" refers to the function that allows the acquisition of information from designated points in the video selected by the contact of the screen which displays the video or by clicking with a mouse for the object, person, place, and other elements present in the video. "TIGify" (as well as "TIGified", "TIGification") refers to attaching TIG to contents of the video. (ii) "TIG Platform" refers to the system specified by PARONYM that has the function to create, edit and delete TIG as well as broadcast video with TIG attached. (iii) "Original Content" refers to contents such as video, still image or audio data provided by the customer to PARONYM for the purpose to TIGify. (iv) "TIG Content" refers to content based on the Original Content that was TIGified using the TIG Platform.	TIG Platform Terms of Service (Direct Transaction) These terms of service (the "Terms") set forth the terms and conditions in addition to the rights and obligation between the parties for the use of the TIG Platform (defined in Article 2) provided by Paronym Inc. ("PARONYM"). Before using the TIG Platform, the customer must read through and agree to the Terms. 1. Application (a) The Terms have the purpose to determine the conditions for the provision of the TIG Platform and the rights and obligations related to the use of the TIG Platform and applies to any and all relationships related to the use of the TIG Platform between the customer and PARONYM. (b) The customer, by using the TIG Platform, is deemed to have accepted all of the contents covered in the Terms. (c) If the content of the Terms and including but not limited to explanations given of the TIG Platform outside of the Terms differ, what is stipulated in the Terms shall prevail. 2. Definitions The following words shall have the following meanings in the Terms. (i) "TIG" means the function that allows the acquisition of information linked to the location selected by, for example, the contact of the screen which displays the video or the click of a mouse, against the object, person, place, and other elements displayed in the video and "TIGify" (or "TIGified", "TIGification", depending on the context) means to place TIG onto content such as videos. (ii) "TIG Platform" means the system designated by PARONYM that possesses the functions to create, edit, and delete TIG as well as to stream video with TIG on it. (iii) "Original Content" means content such as video data, still image data, or audio data provided by the customer to PARONYM for the purpose to TIGify. (iv) "TIG Content" or "TIG Contents" means content based on the Original Content that was TIGified using the TIG Platform.

3. Placing Orders for Individual Contract

(a) The customer shall place an order by filling in the necessary information in the purchase order (hereinafter called "Purchase Order") designated by PARONYM, and, after signing the Purchase Order, sending it to sales@paronym.jp by electronic means. Customers who are placing an order for the first time shall, in addition to the Purchase Order, fill in the necessary information, sign, and send by electronic means the customer Registration Application Form designated by PARONYM, and in the case PARONYM finds it necessary, submit the customer's Certificate of All Historical Matters (in the case the customer is a corporation) and other documents designated by PARONYM.

(b) When the customer submits the Purchase Order to PARONYM and PARONYM ships or delivers the order confirmation to them, the individual contract of use of the TIG Platform between the customer and PARONYM (hereinafter called the "Individual Contract") is established.

(c) PARONYM, after receiving the Purchase Order, shall notify the customer of its acceptance or refusal of it within seven (7) business days. In cases where PARONYM does not notify said acceptance or refusal within the said period, the Individual Contract shall not come into effect.

(d) By the formation of the Individual Contract, the customer may have PARONYM create TIG Content and, by utilizing the TIG Platform, use TIG Platform functions that PARONYM specifies each time such as uploading TIG Content to website managed by the customer or reproducing TIG Content on websites the customer is affiliated with.

(e) PARONYM may, during the period of the Individual Contract, reserves the right at its sole and absolute discretion, to revise, alter, delete, edit, update as well as suspend (hereinafter called "Specification Changes") the specifications as well as functions of the TIG Platform. The customer, towards PARONYM, may not object to Specification Changes of TIG Platform. However, in cases where Specification Changes to TIG Platform gravely affect its basic design and, at the same time, hamper the customer from reaching their objectives, PARONYM will refund the equivalent of the usage fee for the period after said changes.

(f) In cases where PARONYM conducts the contracted business based on this Individual Contract, PARONYM may re-entrust such business to a third party.

3. Placing Orders for Individual Contracts

(a) The customer shall place an order by filling in the necessary information in the purchase order (the "Purchase Order") designated by PARONYM, and, after signing the Purchase Order, sending it to sales@paronym.jp by electronic means. Customers who are placing an order for the first time shall, in addition to the Purchase Order, fill in the necessary information, sign, and send by electronic means the Customer Registration Application Form designated by PARONYM, and if PARONYM finds it necessary, submit the Customer's Certificate of All Historical Matters (in the case the customer is a corporation) and other documents designated by PARONYM.

(b) When the customer submits the Purchase Order to PARONYM and PARONYM ships or delivers the order confirmation, an individual contract for the use of the TIG Platform ("Individual Contract" or "Individual Contracts", depending on the context) is established.

(c) PARONYM, after receiving the Purchase Order, shall notify the customer of its acceptance or refusal within seven (7) business days. If PARONYM does not notify its acceptance or refusal within the said period, the Individual Contract shall be considered to have not been established.

(d) By the conclusion of the Individual Contract, the customer can have PARONYM create TIG Content, and, through the use of the TIG Platform, use TIG Platform functions of which will be specified by PARONYM each time, such as uploading TIG Content to websites managed by the customer or reproducing TIG Content on websites the customer is affiliated with.

(e) PARONYM may, during the period of the Individual Contract, reserve the right at its sole and absolute discretion, to revise, alter, delete, edit, update as well as suspend the specifications as well as the functions of the TIG Platform (the "Specification Changes"). The customer, towards PARONYM, may not object to the Specification Changes of the TIG Platform. However, if the Specification Changes to the TIG Platform gravely affect its basic design and, at the same time, hamper the customer from reaching their objectives, PARONYM will refund the equivalent of the usage fee for the period after said changes.

(f) If PARONYM conducts entrusted affairs based on the Individual Contract, PARONYM may re-entrust such affairs to a third party.

4. Usage Fee

(a) The consideration provided to PARONYM for providing TIG Platform services to the customer (hereinafter called "Usage Fee") shall be as follows, and each individual amount shall be stipulated in the Purchase Order as well as the order confirmation:

- (i) Initial cost: Fixed, single payment consideration for the provision of the service.
- (ii) Usage fee of monthly application plan: Fixed, monthly basic consideration for the provision of the service.
- (iii) Optional fees: Monthly consideration for the applying selected options.
- (iv) Discounted fee for long-term contracts: Discounted fee applicable to customers who apply for the monthly application plan as provided for in the second item of this clause for six months or one year.
- (b) PARONYM shall issue the invoice for the monthly Usage Fee to the customer after confirming it within five (5) business days of the following month, and the customer shall pay PARONYM through the way of transfer to the bank account designated by PARONYM by the last day of the month following the billing month.
- (c) The invoice as provided for in the previous paragraph shall start its billing from the month of the starting date of the service as prescribed in the Purchase Order.
- (d) In the case the customer delays payment of the Usage Fee as prescribed in the preceding paragraphs, the customer will pay delayed damages at the yearly rate of 14.6% to PARONYM from the following day of the payment date to the date of full payment.
- (e) In the case the content stipulated in the Purchase Order and the Terms differs, the terms of the Purchase Order shall prevail, subject to PARONYM's consent or PARONYM's submission of order confirmation.

5. TIGification Services

- (a) For cases where PARONYM is entrusted with the business of TIGifying content as in the Individual Contract (hereinafter called "TIGification"), PARONYM may be able to re-entrust TIGification to a third party.
- (b) The TIGification services provided by PARONYM is conducted in accordance with the specification prescribed by PARONYM, and limitations exist as to the number of times revision can be requested.
- (c) When the customer receives the product of TIGification, they shall conduct inspection within three (3) business days of receiving, and in

4. Usage Fee

(a) The fee received by PARONYM in consideration of the use of the TIG Platform ("Usage Fee") is as follows, and each individual amount shall be stipulated in the Purchase Order as well as the order confirmation.

- (i) Initial cost: Fixed, single payment cost in consideration of the use of the service.
- (ii) Usage fee for the monthly application plan: Fixed, monthly basic fee in consideration of the use of the service.
- (iii) Optional fees: Monthly fee in consideration for the application of various options.
- (iv) Discounted fee for long-term contracts: Discounted fee applied when using the monthly application plan of Item 2 of this clause with a long-term contract of six (6) months or one (1) year.
- (b) PARONYM shall confirm and issue the invoice for the monthly Usage Fee to the customer within five (5) business days of the following month, and the customer shall pay PARONYM, through the way of transfer to the bank account designated by PARONYM, by the last day of the following month of the billing month.
- (c) The invoice in the preceding paragraph shall start its billing from the month of the starting date of the service as prescribed in the Purchase Order.
- (d) If the customer delays payment of the Usage Fee as prescribed in each of the previous paragraphs, the customer shall pay delayed damages at the yearly rate of fourteen point six percent (14.6%) to PARONYM from the following day of the payment date to the date of full payment.
- (e) If the content stipulated in the Purchase Order and the Terms differ and if PARONYM has agreed to such Purchase Order or has submitted an order confirmation, the terms of the Purchase Order shall prevail.

5. TIGification Services

- (a) If PARONYM undertakes TIGification duties ("TIGification Duties") under the Individual Contract, PARONYM may subcontract the TIGification Duties to a third party.
- (b) The TIGification Duties by PARONYM is carried out in accordance with the specifications specified by PARONYM and the number of times revisions can be requested is subject to a limit.
- (c) If the customer receives the deliverables of TIGification Duties, they shall inspect in within three (3) business days from the receipt and shall immediately contact PARONYM if there are defects (referring to logical

cases where there are defects (referring to logical inconsistencies between product and specifications), shall immediately contact PARONYM on the matter. If there is no such contact, the inspection of the product concerned will be deemed to be complete, and will be handled as there is no defects.

(d) PARONYM, in cases where they receive contact as provided for in the previous paragraph from the customer, shall be obliged to revise or otherwise fix defects limited to those that can be altered, and shall not incur other obligations to compensate for damages or to repair defects.

6. Limitations on the Content of TIG Content

(a) PARONYM may request that the customer changes or deletes any TIG Contents that is deemed to fall under any of the following. For such cases, the customer must change or delete such contents as requested. PARONYM may also suspend your use of the TIG Platform if the customer does not comply with such change or delete request.

(i) Defamation, invasion of privacy, damage to credit, obstruction of business and other content that has the risk of constituting a tort against PARONYM or a third party.

(ii) Content that violates or has the risk of violating copyrights, publicity rights, trademark rights or other rights related to PARONYM or a third party.

(iii) Content deemed to be deliberate misrepresentations or exaggerated representations.

(iv) Content containing or has the risk of being expressions contrary to public order or morality.

(v) Content that violates a law, injunction, regulation, ordinance, treaty or any other legislation.

(vi) Other content that PARONYM deems to be unsuitable for reasons such as adversely affecting the fairness of transaction between the consumer.

(b) Even for TIG Content once published on the TIG Platform, when deemed to be transgressing the items prescribed in the previous paragraph after the fact, PARONYM may immediately delete such TIG Content without the consent of the customer. In such cases, PARONYM shall not incur any obligations for explanation.

(c) PARNOYM shall not be held liable in any way for damages incurred by the customer due to requests to alter or delete TIG Content as stipulated in Clause (a), the suspension of use of the TIG Platform, or the deletion of TIG Content as prescribed in the previous paragraph.

inconsistencies between the deliverables and specifications). If there is no such contact, the inspection of the product will be deemed complete and it will be treated as it is free of defects.

(d) If PARONYM receives contact from the customer as provided for in the preceding paragraph, PARONYM shall repair only the defects that can be corrected or dealt with and shall not incur any other obligations to compensate for damages or to repair defects.

6. Limitations on the Content of TIG Content

(a) PARONYM may request the customer to change or delete content of any TIG Contents that is deemed to fall under any of the following items. In such a case, the customer must change or delete the content according to the request. PARONYM may suspend the customer's use of the TIG Platform if the customer does not respond to such requests.

(i) Content that may constitute defamation, invasion of privacy, damage to credit, obstruction of business, or other illegal acts against PARONYM or a third party.

(ii) Content that violates or has the risk of violating copyrights, publicity rights, trademark rights or other rights related to PARONYM or a third party.

(iii) Content deemed to be false representations or exaggerated representations.

(iv) Content that has or may have expressions that are offensive to public order and morality.

(v) Content that violates a law, injunction, regulation, ordinance, treaty or any other legislation.

(vi) Other content that PARONYM deems inappropriate, such as adversely affecting the fairness of transactions with consumers.

(b) Even for TIG Content once published on the TIG Platform, if it is determined after the fact that it violates any of the items prescribed in the previous paragraph, PARONYM may immediately delete such TIG Content without the consent of the customer. In such a case, PARONYM shall not be obliged to provide an explanation to the customer.

(c) PARNOYM will not be liable for any damages incurred by the customer due to the request to change or delete of the TIG Content as stipulated in Clause (a), the suspension of use of the TIG Platform, or the deletion of the TIG Content in the preceding paragraph.

7. Changes to the Matters Notified

(a) The customer, when changes to the matters notified to PARONYM occur, shall promptly follow the change procedure designated by PARONYM.

(b) All problems that arise from not following the change procedure as provided for in the preceding paragraph shall be attributed to the customer.

8. Responsibility Incurred by the Customer by the Use of the TIG Platform

(a) The customer understands that the TIG Platform is a place to publish TIG Content that uses Original Content of the customer, and shall assume full responsibility for the information of the TIG Content.

(b) The customer, in using the TIG Platform, shall establish, at its own expense and responsibility, a system for appropriately handling queries and inquiries regarding the TIG Content.

9. Suspension, Discontinuation, and Abolition of the Service As Well As Changes to These Terms

The suspension, discontinuation and abolition of TIG Platform as well as changes to these Terms refers to the following:

- (i) In cases where PARONYM determines it necessary to suspend or discontinue the TIG Platform due to the malfunction of PARONYM's server, PARONYM shall immediately inform the customer after suspension or discontinuation, and must endeavor to resume services of the TIG Platform by for example, repairing the server.
- (ii) PARONYM will, in cases where, due to the maintenance of facilities used to connect to the Internet or for unavoidable reasons due to construction, the whole or part of the TIG Platform is suspended or discontinued, inform the customer of the matter beforehand. However, this does not apply in unavoidable cases of emergency.
- (iii) PARONYM may, for business or technological reasons, abolish TIG Platform. In such cases, the customers will be notified of the abolition at least one month beforehand.
- (iv) PARONYM, during the term of this Individual Contract, may, at its sole and absolute discretion, alter, add, or delete these Terms, which shall apply to the Individual Contract at the date these Terms are last revised. In such case, PARONYM shall inform the customer of the matter at least one month before the date the Terms are revised.
- (v) PARONYM shall not incur any responsibility for damages incurred

7. Changes to the Matters Notified

(a) If any changes occur to the matters notified to PARONYM, the customer shall promptly carry out procedures to change them as prescribed by PARONYM.

(b) The customer will be liable for any issues caused by the failure to complete the procedure to change the matters notified as provided for in the preceding paragraph.

8. Customer Responsibility for the Use of the TIG Platform

(a) The customer understands that the TIG Platform is a place to publish TIG Content that uses the Original Content of the customer and shall assume full responsibility for the information of the TIG Content.

(b) The customer, in using the TIG Platform, shall establish, at its own expense and responsibility, a system for appropriately handling queries and inquiries regarding the TIG Content.

9. Suspension, Discontinuation, and Termination of the Service as Well as Changes to the Terms

The suspension, discontinuation, and termination of the TIG Platform, as well as changes to the Terms, is as follows.

- (i) If PARONYM decides that it is necessary to suspend or discontinue the TIG Platform due to problems with PARONYM's servers, PARONYM will suspend or discontinue the TIG Platform, immediately notify the customer through PARONYM's website (<https://www.paronym.jp/en/news/>), and shall make efforts, for example, to restore the servers, so that the TIG Platform can be resumed.
- (ii) If PARONYM will suspend or discontinue the whole or part of the TIG Platform for unavoidable reasons due to the maintenance of Internet connection facilities or construction work, PARONYM will notify the customer on the TIG Platform Content Management Screen (<https://cms.tigmedia.jp/>) in advance. However, this does not apply if it is an emergency and is unavoidable.
- (iii) PARONYM may discontinue the TIG Platform due to business or technological reasons. In such a case, PARONYM will notify the customer on the TIG Platform Content Management Screen (<https://cms.tigmedia.jp/>) at least one (1) month before the discontinuation.
- (iv) PARONYM may change, add, delete, or discontinue (the "Change") the Terms at its sole and absolute discretion during the period of the Individual Contract in the following circumstances. If the Terms are to be

by the customer due to the suspension, discontinuation and abolition of the TIG Platform as well as changes to these Terms as prescribed in the previous paragraph.

10. Term

(a) These Terms are valid, during the term of the Individual Contracts between the customer and PARONYM. However, Article 11 (Disclaimer), Article 12 (Lack of Warranty and Point of Caution), Article 14 (Allocation of Intellectual Property Rights), Article 17 (Indemnification and Compensation), Article 20 (Prohibition of Assignment of Rights and Obligations) and Article 21 (Governing Law and Court of Competent Jurisdiction) shall survive and shall remain in effect for three (3) years after the expiration of the Individual Contract.

(b) The Individual Contract shall remain effective for the duration the customer uses the TIG Platform, unless otherwise specified in this Individual Contract.

(c) This Individual Contract may not be cancelled mid-term.

(d) When the Individual Contract is terminated, PARONYM will promptly suspend the publication or reprint of the TIG Content related to such individual contract.

changed, PARONYM will notify the customer of the Change to the Terms, in addition to the content of the Terms subject to the Change and its effective date, on the TIG Platform Content Management Screen (<https://cms.tigmedia.jp/>) at least one (1) month before the date of the Change to the Terms. If there is no objection from the customer within one (1) month from the notification date, the Change to the Terms shall be applied to the Individual Contract on the date of the Change to the Terms.

A) When the Change to the Terms is in the general interest of the customer.

B) When the Change to the Terms does not contradict with the purpose of the Individual Contract and is reasonable in light of the necessity of the Change, the appropriateness of the content after the Change, and other circumstances related to the Change.

(v) PARONYM will not be liable for any damages incurred by the customer due to suspension, discontinuation, and termination of the TIG Platform and the Change to the Terms in the preceding items.

10. Term

(a) The Terms are valid during the period all Individual Contracts between PARONYM and the customer are valid. However, the provisions in Article 10 (Term) (d), Article 11 (Disclaimer), Article 12 (No Warranty and Point of Caution), Article 14 (Ownership of Intellectual Property Rights), Article 17 (Indemnification and Compensation), Article 20 (No Assignment of Rights and Obligations), and Article 21 (Governing Law and Jurisdiction) shall survive for three (3) years after the expiration of the Individual Contract. Other Articles will abide to the upper limit of the prescription of the Civil Code.

(b) The term of validity of the Individual Contract shall survive while the customer uses the TIG Platform, unless otherwise specified in the Individual Contract.

(c) The Individual Contract cannot be cancelled mid-term.

(d) Once the Individual Contract is terminated, PARONYM will promptly end the publication or reproduction of the TIG Content related to such Individual Contract and will delete such TIG Content. In such cases, PARONYM is not obliged to provide an explanation and will not be liable for any damages incurred by the customer due to the content being deleted.

11. Disclaimer

(a) Except as expressly provided for herein, to the maximum extent permitted by applicable laws, PARONYM do not make any warranty of any kind related to the TIG Platform, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use and noninfringement.

PARONYM is not responsible or liable for the deletion of or failure to store any customer data and other communications maintained or transmitted through use of the TIG Platform. The customer is solely responsible for securing and backing up its necessary data.

PARONYM will not warrant that the operation of the TIG Platform will be error-free, malware- free, or uninterrupted. The paid services are not designed, manufactured, or intended for high risk activities.

(b) The customer, aside from reasons specified in these Terms, regarding the damages or loss suffered by the customer or a third party related to the TIG Platform, acknowledges that PARONYM shall not incur any responsibility, including of those to reimburse or to compensate, and agrees to respond appropriately at the customer's expense and responsibility.

(c) PARONYM do not provide warranty for the following items:

(i) Damage, loss or cost incurred due to the customer doing business with a third party based on the TIG Platform

(ii) Unauthorized access of the customer's information processing terminal

(iii) Accidents or congestions of the communication line

(iv) Suspension of business by the telecommunication carrier

(v) Errors, loss or other data troubles that occur externally of the system or on the communication line that PARONYM utilizes to provide the TIG Platform

(d) PARONYM shall not bear any responsibility for not being able to fulfill these Terms or Individual Contract due to reasons not attributable to PARONYM such as natural disasters, the establishment or abolishment of law, traffic accidents or accidents of other transportation systems, dispositions based on the exercise of public authority, the use of force by public authorities, labor disputes and other unavoidable circumstances, as well as not bearing any responsibility for damages to the other party that occur due to such circumstances.

11. Disclaimer

(a) Except as expressly provided for herein, to the maximum extent permitted by applicable laws, PARONYM does not make any warranty of any kind related to the TIG Platform, whether express, implied, statutory, or otherwise, including without limitation warranties of merchantability, fitness for a particular use and noninfringement. PARONYM is not

responsible or liable for the deletion of or failure to store any customer data and other communications maintained or transmitted through the use of the TIG Platform. The customer is solely responsible for securing and backing up its necessary data. PARONYM will not warrant that the operation of the TIG Platform will be error-free, malware- free, or uninterrupted. The paid services are not designed, manufactured, or intended for high-risk activities.

(b) The customer agrees that PARONYM will not be liable, including but not limited to indemnities and compensations, for any damages or loss incurred by the customer or a third party in connection with the TIG Platform except as otherwise provided in the Terms, and that the customer shall handle them appropriately at their own expense and responsibility.

(c) PARONYM does not provide warranty for the matters specified in the following items.

(i) That no damage, loss, or expense will be incurred as a result of the customer's transaction with a third party based on the TIG Platform.

(ii) That no unauthorized access etc. occurs on the customer's information processing terminal etc.

(iii) That there are no communication line accidents or congestions.

(iv) That there is no interruption in the telecommunications carrier's business.

(v) That there are no data errors, losses, or other data troubles that occur outside or on the communication lines of the system that PARONYM uses to provide the TIG Platform.

(d) PARONYM will not be liable for the non-performance of an obligation if PARONYM is not able to fulfill the Terms or Individual Contract due to reasons not attributable to PARONYM such as natural disasters, the establishment or abolishment of law, traffic accidents or accidents of other transportation systems, dispositions based on the exercise of public authority, the use of force by public authorities, labor disputes and other unavoidable circumstances, and will not be liable for damages incurred by the customer caused by such circumstances.

12. Lack of Warranty and Point of Caution

PARONYM does not guarantee for the accuracy, integrity, timeliness, utility such as the number of transitions to videos and specified sites, and the number of videos played, and reliability of the services provided on the TIG Platform, as well as the content of the TIG Platform infringing on the rights of a third party.

13. Prohibited Items

(a) The customer, in using the TIG Platform, shall commit themselves to not act according to the following items:

- (i) Actions that infringe or has the risk of infringing the intellectual property right, such as copyright or trademark, of PARONYM or a third party.
- (ii) Actions that lead or has the risk of leading to crime such as fraud.
- (iii) Using TIG Platform pretending to be a third party.
- (iv) Actions that slander or libel PARONYM or a third party.
- (v) Sending or registering malicious computer programs, such as a virus, or files infected by virus.
- (vi) Actions that interfere with or have the risk of interfering with the use or operation of TIG Platform.
- (vii) Actions that violate or has the risk of violating any applicable law or public order and morality.
- (viii) Other actions that cause, or have the risk causing, disadvantages to PARONYM or a third party.

(b) In the event the customer violates any of the items prescribed in the preceding paragraph, PARONYM may, without prior notice, take technological measures such as blocking access to the website.

PARONYM shall not incur any responsibility for loss incurred by the customer in such cases.

14. Allocation of Intellectual Property Rights

(a) The customer acknowledges beforehand that in order to TIGify documents and images related to the Original Content (hereinafter called "Copyrighted Material"), PARONYM may use (includes but not limited to reproducing, releasing, and sending), edit or modify such content free of charge. The customer must not exercise moral rights of the Copyrighted Material against PARONYM and PARONYM's subcontractors.

(b) The copyright of copyright materials that PARONYM provides through the TIG Platform, such as images, videos, software, database, and documents, other intellectual property rights and rights

12. No Warranty and Point of Caution

PARONYM does not guarantee the accuracy, completeness, and timeliness of the service provided on the TIG Platform. PARONYM also does not guarantee the usefulness and reliability of the videos, the number of transitions to designated websites, and the number of views etc., and that the content of TIG Platform does not infringe on the rights of a third party.

13. Restriction of Use

(a) The customer, in using the TIG Platform, shall commit themselves to not do any of the following acts.

- (i) Acts that infringe or may infringe the intellectual property right, such as copyright or trademark, of PARONYM or a third party.
- (ii) Acts that lead or has the risk of leading to crimes such as fraud.
- (iii) Acts of using the TIG Platform by impersonating a third party.
- (iv) Acts that slander or libel PARONYM or a third party.
- (v) Sending or uploading malicious computer programs such as a virus, or files infected by a virus.
- (vi) Acts that interfere with or have the risk of interfering with the use or operation of TIG Platform.
- (vii) Acts that violate or has the risk of violating any applicable law or public order and morality.
- (viii) Other acts that cause or may cause disadvantages to PARONYM or a third party.

(b) If the customer violates any of the items prescribed in the preceding paragraph, PARONYM may, without prior notice, take technological measures such as blocking access to the website. PARONYM will not be liable for any losses incurred by the customer in such cases.

14. Ownership of Intellectual Rights

(a) The customer acknowledges beforehand that, in order to TIGify documents and images related to the Original Content (the "Copyrighted Material"), PARONYM may use (including but not limited to reproducing, releasing, and sending etc.), edit or modify such content free of charge. The customer must not exercise moral rights of the Copyrighted Material against PARONYM and PARONYM's subcontractors.

(b) The copyright of all copyrighted materials that PARONYM provides through the TIG Platform, such as images, videos, software, database, documents, any other copyrighted works, any other intellectual property rights, and rights regarding any information included in the TIG Platform

regarding any information included in the TIG Platform (including rights regarding trade secrets pertaining to TIG Platform) shall, according to the source of the copyright material or information, be allocated to the customer or PARONYM.

(c) Marks and service names and other similar materials published on the TIG Platform may include the trademark or registered trademark of PARONYM or a third party. The customer may not use such trademarks unless they individually receive permission from PARONYM or a third party that holds its legitimate right.

15. Management of Data of User Behavior Data During Video Viewing

The customer acknowledges that PARONYM and PARONYM's business associates may, as the data of user behavior during video viewing, acquire from the TIG Platform that the customer uses, the number of times the video was played, the number of times the video was touched, and behavioral pattern information such as transition rates to separate pages this product directed to (not limited to those previously stated, the information PARONYM is able to acquire hereinafter is called "TIG Statistical Data"), and, after applying data anonymization, may use them without limitation.

16. Responding to Inquiries

- (a) Inquiries about the TIG Content from end users or a third party, in principle, shall be handled temporarily by the customer.
- (b) For inquiries as provided for in the previous paragraph, when the customer requests the cooperation of PARONYM, PARONYM shall cooperate with the customer by methods such as providing technological information about the TIG Content (however, limited to the extent that can be released to the public).

17. Indemnification and Compensation

- (a) In cases where the customer violates these Terms (includes Individual Contract for this Clause, the same shall apply hereinafter) and, or due to or related to the unauthorized or illegal use of the TIG Platform, causes damage to PARONYM, PARONYM may claim for damages against the customer.
- (b) All complaints or claims that occur due to or are related to the customer's violation of any applicable law or these Terms, or the infringement of the rights of a third party by the customer shall be resolved at the customer's own expense and responsibility. In cases where, in response to such complaints and claims, expenses are

(including rights regarding trade secrets pertaining to the TIG Platform) shall, according to the source of the copyright material or information, be allocated to the customer or PARONYM.

(c) Emblems (symbols, marks, etc.) and service names and other similar materials published on the TIG Platform may include the trademark or registered trademark of PARONYM or a third party. The customer shall not use such trademarks unless they individually receive permission from PARONYM or a third party that holds its legitimate right.

15. Handling of the Behavior Data of Users While Watching the Video

The customer acknowledges that PARONYM and PARONYM's business associates may, as the behavior data of users while watching the video, acquire from the TIG Platform the customer uses, the number of times the video was played, the number of times the video was touched, and behavioral pattern information such as the transition rate to a separate page guided by the product (not limited to those previously stated, the information PARONYM is able to acquire is called "TIG Statistical Data"), and, after applying data anonymization, may use them without limitation.

16. Responding to Inquiries

- (a) Inquiries about the TIG Content from an end user or a third party, in principle, shall be handled temporarily by the customer.
- (b) For inquiries prescribed in the preceding paragraph, when the customer requests the cooperation of PARONYM, PARONYM shall cooperate with the customer by methods such as providing technological information about the TIG Content (however, limited to the extent that can be released to the public).

17. Indemnification and Compensation

- (a) If the customer violates the Terms (including Individual Contract for this Clause) and, or due to or related to the unauthorized or illegal use of the TIG Platform, causes damage to PARONYM, PARONYM may claim for damages against the customer.
- (b) All complaints or claims arising out of or in connection with the customer's violation of the laws and regulation or the Terms or due to the infringement of the rights of a third party by the customer shall be resolved at the customer's own expense and responsibility. If PARONYM, PARONYM's affiliated companies, or PARONYM'S business partners incur costs in connection with such complaints or claims, or payments such as

incurred by PARONYM or the affiliated companies or business partners of PARONYM or payments such as compensations are made by PARONYM or the affiliated companies or business partners of PARONYM, it will be the responsibility of the customer to incur such expenses or payments, such as compensations, (including legal fees), and PARONYM or the affiliated companies or business partners of PARONYM shall not be caused any damages.

(c) PARONYM, whether the reasons are direct or indirect, shall not incur any responsibility for damages suffered by the customer due to the use of the TIG Platform. However, this shall not apply for damages arising from PARONYM's willful misconduct or gross negligence.

18. Termination

(a) PARONYM may, in cases where any of the following items apply to the customer, may immediately terminate the whole of the Individual Contract without any notice.

(i) In the event the customer violates the provisions in these Terms (includes Individual Contract for this Clause), and, despite giving a reasonable period of notice to the customer, fails to correct the violations within such period.

(ii) In the event, the customer shall file, in any court or agency pursuant to any statute or regulation of any state, country or jurisdiction, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of that such the customer or of its assets.

(iii) In the event the customer shall be served with an involuntary petition against it, or filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after the filing thereof.

(iv) In the event the customer shall propose or be a party to any dissolution or liquidation.

(v) In the event the customer shall make an assignment for the benefit of its creditors.

(vi) In the event the customer proposes a written agreement of composition or extension of its debts.

(vii) In the event the license of the customer is canceled, revoked or suspended for any business by any court, agency, commission or any other regulatory authority pursuant to any statute or regulation of any state, country or jurisdiction.

(viii) For cases where the customer is a corporation, when events that have material impact on the customer's business activities occur,

compensations are made by PARONYM, PARONYM's affiliated companies, or PARONYM'S business partners, the customer shall bear such costs and compensations (including but not limited to attorney's fees and expenses) and shall not cause any damages to PARONYM, PARONYM's affiliated companies, or PARONYM'S business partners.

(c) PARONYM will not be liable for any damages caused by the customer's use of the TIG Platform, whether for direct or indirect reasons. However, this does not apply if it is due to the intentional or gross negligence of PARONYM.

18. Cancellation

(a) PARONYM may immediately cancel the whole of the Individual Contract without any notice if any of the following items apply to the customer.

(i) If the customer violates the provisions in the Terms (includes Individual Contract for this Clause), and, despite given a reasonable period of notice, fails to correct the violations within the period.

(ii) If the customer shall file, in any court or agency pursuant to any statute or regulation of any state, country or jurisdiction, a petition in bankruptcy or insolvency, or a petition for reorganization, an arrangement, or the appointment of a receiver or trustee by the customer or of their assets.

(iii) If customer shall be served with an involuntary petition against them, or be filed in any insolvency proceedings, and such petition shall not be dismissed within sixty (60) days after the filing thereof.

(iv) If the customer shall propose or be a party to any dissolution or liquidation. If the customer is a joint-stock company as stipulated in the Companies Act, in addition to the above-mentioned petition, when there is a petition for starting corporate reorganization procedures or starting special liquidation procedures.

(v) If the customer shall make an assignment for the benefit of its creditors.

(vi) If the customer proposes a written agreement of composition or extension of its debts.

(vii) If the customer is a corporation, when the license of the customer is canceled, revoked, or suspended for any business by any court, agency, commission, or any other regulatory authority pursuant to any statute or regulation of any state, country, or jurisdiction.

(viii) If the customer is a corporation, when events that have material

such as a merger or changes in shareholders of over 50%, and PARONYM deems it difficult to continue the contractual relationship or the Individual Contract between the customer and PARONYM as pursuant to these Terms.

(ix) In the event matters contrary to public or moral order are conducted as a business, such as matters contrary to social order pertaining to properties or ethics, or the violation of human rights.

(x) In the event significant circumstances arise where it becomes difficult to continue the contractual relationship of the Individual Contract between the customer and PARONYM as stipulated in the Terms.

(xi) In the event other circumstances equivalent to those as provided for in the previous items occur.

(b) In the case the customer falls under any of the items as provided for in the previous paragraph, the customer will automatically lose the profits of the term and shall immediately pay all monetary obligations owed towards PARONYM.

(c) The right to terminate pursuant to this Article does not exempt the customer from liabilities of damages as stipulated in Article 17.

19. Alteration

The stipulations in the Individual Contract may only be altered by the written agreement which comes into effect by the signature and seal of the customer and PARONYM as regards to the Individual Contract or those with the equivalent or higher authority.

20. Prohibition of Assignment of Rights and Obligations

The customer must not assign, establish the right of pledge and other security rights, loan or dispose of in any other way to a third party the status that arises from the contract or individual contract between the customer and PARONYM based on these Terms or the rights or obligations that arise from such contracts, without the written permission of PARONYM.

21. Governing Law and Court of Competent Jurisdiction

(a) These Terms and the Individual Contract shall be governed by the laws of Japan, without reference to principles of conflict of laws.

(b) For any dispute arising out of or relating to this Terms and the Individual Contract, the parties consent to personal jurisdiction in, and the exclusive venue of, the Tokyo district court in Japan.

impact on the customer's business activities occur, such as a merger or changes in shareholders of over fifty percent (50%), and PARONYM deems it difficult to continue the contractual relationship or the Individual Contract between the customer and PARONYM under the Terms.

(ix) If matters contrary to public or moral order are conducted as a business, such as matters contrary to social order pertaining to properties or ethics, or the violation of human rights.

(x) If significant circumstances arise where it becomes difficult to continue the contractual relationship of the Individual Contract between the customer and PARONYM as stipulated in the Terms.

(xi) If other circumstances equivalent to those as provided for in the previous items occur.

(b) If the customer falls under any of the items in the preceding paragraph, the customer will automatically lose the profits of the term and shall immediately pay all monetary obligations owed towards PARONYM.

(c) The right to terminate under this Article does not exempt the customer from liabilities of damages in Article 17 (a).

19. Amendment

The stipulations in the Individual Contract may only be altered by a written agreement which comes into effect by the signature and/or seal of the customer and PARONYM's signer/sealer of the Individual Contract, or those with equivalent or higher authority from each party.

20. No Assignment of Rights and Obligations

The customer shall not assign, establish the right of pledge and other security rights, loan or dispose of in any other way to a third party the status that arises from the contract or individual contract between the customer and PARONYM based on the Terms or the rights or obligations that arise from such contracts, without the written permission of PARONYM.

21. Governing Law and Jurisdiction

(a) The Terms and the Individual Contract shall be governed by and construed in accordance with the laws of Japan without regard to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction.

(b) Any dispute arising out of or in relation to the Terms and the Individual Contract between the customer and PARONYM shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first

Paronym Inc.
Enacted 02 25, 2020

instance.
Paronym Inc.
Effective as of April 1, 2019
Updated: March 18, 2021

Comparison Table

TIG Platform Terms of Service (Transaction via Distributor)

Old	New
TIG Platform Terms of Service (Transaction via distributor) These terms of service (hereinafter called the "Terms") defines the terms of use as well as the relationship of rights and obligations between the parties concerned in regards to the use of the TIG Platform (the service as specified in Article 2, hereinafter called the "TIG platform") sold by the distributor (hereinafter called the "Distributor") and provided by Paronym Inc. (hereinafter called "PARONYM"). Before using the TIG Platform, the customer must read through all of the Terms and agree to them. 1. Application (a) This Terms has the purpose to determine the provision conditions of the TIG platform and the rights and obligations related to the use of the platform and applies to any and all relations relating to the use of the TIG platform between the customer and PARONYM and the Distributor. (b) The customer, by using the TIG platform, is deemed to have accepted all of the contents covered in the Terms. (c) In circumstances where the content of the Terms and other explanations given on the TIG platform outside of the Terms differs, what is stipulated in the Terms shall prevail. (d) PARONYM shall be able to exercise the rights the distributor has over the customer. In addition, the customer acknowledges beforehand that the distributor is able to transfer the distributor's status and rights and obligations based on the Terms to PARONYM. 2. Definitions In this Terms, each of the terms will be defined as the following items: (i) "TIG" refers to the function that allows the acquisition of information from designated points in the video selected by the contact of the screen which displays the video or by clicking with a mouse for the object, person, place, and other elements present in the video. "TIGify" (as well as "TIGified", "TIGification") refers to attaching TIG to contents of the video. (ii) "TIG Platform" refers to the system specified by PARONYM that has the function to create, edit and delete TIG as well as broadcast video with TIG attached. (iii) "Original Content" refers to contents such as video, still image or	TIG Platform Terms of Service (Transaction via Distributor) These terms of service (the "Terms") set forth the terms and conditions in addition to the rights and obligation between the parties for the use of the TIG Platform (defined in Article 2) sold by the distributor designated by PARONYM (the "Distributor") and provided by Paronym Inc. ("PARONYM"). Before using the TIG Platform, the customer must read through and agree to the Terms. 1. Application (a) The Terms have the purpose to determine the conditions for the provision of the TIG Platform and the rights and obligations related to the use of the TIG Platform and applies to any and all relationships related to the use of the TIG Platform between the customer and PARONYM and the Distributor. (b) The customer, by using the TIG Platform, is deemed to have accepted all of the contents covered in the Terms. (c) If the content of the Terms and including but not limited to explanations given of the TIG Platform outside of the Terms differ, the Terms shall prevail. (d) PARONYM may exercise the claim rights or rights the Distributor has over the customer. In addition, the customer agrees in advance that the Distributor may transfer the Distributor's status and rights and obligations based on the Terms to PARONYM. 2. Definitions The following words shall have the following meanings in the Terms. (i) "TIG" means the function that allows the acquisition of information linked to the location selected by, for example, the contact of the screen which displays the video or the click of a mouse, against the object, person, place, and other elements displayed in the video and "TIGify" (or "TIGified", "TIGification", depending on the context) means to place TIG onto content such as videos. (ii) "TIG Platform" means the system designated by PARONYM that possesses the functions to create, edit, and delete TIG as well as to stream video with TIG on it. (iii) "Original Content" means content such as video data, still image data, or audio data provided by the customer to PARONYM for the purpose to

audio data provided by the customer to PARONYM for the purpose to TIGify.

(iv) "TIG Content" refers to content based on the Original Content that was TIGified using the TIG Platform.

3. Placing Orders for Individual Contract

(a) The customer, after applying for the use of the TIG Platform, shall immediately notify the Distributor, in the form prescribed by the Distributor, the name or trade name, address, contact information, the name of the person in charge, and other items specified by the Distributor, and shall submit documents specified by the Distributor such as the Certificate of full registry records (in the case the customer is a corporation).

(b) The individual contract of the TIG Platform (hereinafter called the "Individual Contract") will be established between the customer and the Distributor as well as PARONYM when the customer submits, with the plan to be ordered specified, the application form, purchase order, or contract documents (hereinafter called the "Contract Documents") prescribed by the Distributor, and the Distributor ships or delivers the order of confirmation to the customer.

(c) The Distributor, after receiving the Contract Documents, shall notify the customer of their acceptance or refusal of it within ten (10) business days. In cases where the Distributor does not notify said acceptance or refusal within the said period, the Individual Contract shall not come into effect.

(d) By the formation of the Individual Contract, the customer may have PARONYM create TIG Content and, by utilizing the TIG Platform, use TIG Platform functions that PARONYM specifies each time such as uploading TIG Content to website managed by the customer or reproducing TIG Content on websites the customer is affiliated with.

(e) PARONYM may, during the period of the Individual Contract, reserves the right at its sole and absolute discretion, to revise, alter, delete, edit, update as well as suspend (hereinafter called "Specification Change") the specifications as well as functions of the TIG Platform. The customer, towards PARONYM, may not object to Specification Changes of the TIG Platform.

(f) In cases where PARONYM conducts the contracted business based on this Individual Contract, PARONYM may re-entrust such business to a third party.

TIGify.

(iv) "TIG Content" or "TIG Contents" means content based on the Original Content that was TIGified using the TIG Platform.

3. Placing Orders for Individual Contracts

(a) After applying for the use of the TIG Platform, the customer shall immediately submit to the Distributor, in the form prescribed by the Distributor, the name or trade name, address, contact information, the name of the person in charge, and other items specified by the Distributor, and shall submit documents specified by the Distributor such as the Certificate of Full Registry Records (if the customer is a corporation).

(b) The individual contract of the TIG Platform (the "Individual Contract") will be established between the customer and the Distributor as well as PARONYM when the customer submits, with the plan to be ordered specified, the application form, purchase order, or contract documents (the "Contract Documents") prescribed by the Distributor, and the Distributor ships or delivers the order of confirmation to the customer.

(c) The Distributor, after receiving the Contract Documents, shall notify the customer of its acceptance or refusal within ten (10) business days. If the Distributor does not notify said acceptance or refusal within the said period, the Individual Contract shall be considered to not have been established.

(d) By the conclusion of the Individual Contract, the customer can have PARONYM create TIG Content, and, through the use of the TIG Platform, use TIG Platform functions of which will be specified by PARONYM each time, such as uploading TIG Content to websites managed by the customer or reproducing TIG Content on websites the customer is affiliated with.

(e) PARONYM may, during the period of the Individual Contract, reserve the right at its sole and absolute discretion, to revise, alter, delete, edit, update as well as suspend the specifications as well as the functions of the TIG Platform (the "Specification Changes"). The customer, towards PARONYM, may not object to the Specification Changes of the TIG Platform

(f) If PARONYM conducts entrusted affairs based on the Individual Contract, PARONYM may re-entrust such affairs to a third party.

4. TIGification Services

- (a) For cases where PARONYM is entrusted with the business of TIGifying content as in the Individual Contract (hereinafter called "TIGification"), PARONYM may be able to re-entrust TIGification to a third party.
- (b) The TIGification services provided by PARONYM is conducted in accordance with the specification prescribed by PARONYM, and limitations exist as to the number of times revision can be requested.
- (c) When the customer receives the product of TIGification, they shall conduct inspection within three (3) business days of receiving, and in cases where there are defects (referring to logical inconsistencies between product and specifications), shall immediately contact the Distributor on the matter. If there is no such contact, the inspection of the product concerned will be deemed to be complete, and handles as there is no defects.
- (d) PARONYM, in cases where they receive contact as provided for in the previous paragraph from the Distributor, shall be obliged to revise or otherwise fix defects limited to those that can be altered, and shall not incur other obligations to compensate for damages or repair defects.

5. Limitations on the Content of TIG Content

- (a) PARONYM may, for contents of TIG Content deemed to fall under any of the following, request the customer to change or delete the content. For such cases, the customer must change or delete such content upon such request. If the customer does not respond to such requests, PARONYM may suspend the customer's use of TIG Platform.
- (i) Defamation, invasion of privacy, damage to credit, obstruction of business and other content that has the risk of constituting a tort against PARONYM as well as the Distributor or a third party.
- (ii) Content that violates or has the risk of violating copyrights, publicity rights, trademark rights or other rights related to PARONYM as well as the Distributor or a third party.
- (iii) Content deemed to be deliberate misrepresentations or exaggerated representations.
- (iv) Content containing or has the risk of being expressions contrary to public order or morality
- (v) Content that violates a law, injunction, regulation, ordinance, treaty or any other legislation.
- (vi) Other content that PARONYM deems to be unsuitable for reasons such as adversely affecting the fairness of transaction

4. TIGification Services

- (a) If PARONYM undertakes TIGification duties ("TIGification Duties") under the Individual Contract, PARONYM may subcontract the TIGification Duties to a third party.
- (b) The TIGification Duties by PARONYM is carried out in accordance with the specifications specified by PARONYM and the number of times revisions can be requested is subject to a limit.
- (c) If the customer receives the deliverables of TIGification Duties, they shall inspect in within three (3) business days from the receipt and shall immediately contact the Distributor if there are defects (referring to logical inconsistencies between the deliverables and specifications). If there is no such contact, the inspection of the product will be deemed complete and it will be treated as it is free of defects.
- (d) If PARONYM receives contact from the Distributor as provided for in the preceding paragraph, PARONYM shall repair only the defects that can be corrected or dealt with and shall not incur any other obligations to compensate for damages or to repair defects.

5. Limitations on the Content of TIG Content

- (a) PARONYM may request the customer to change or delete content of any TIG Contents that is deemed to fall under any of the following items. In such a case, the customer must change or delete the content according to the request. PARONYM may suspend the customer's use of the TIG Platform if the customer does not respond to such requests.
- (i) Content that may constitute defamation, invasion of privacy, damage to credit, obstruction of business, or other illegal acts against PARONYM, the Distributor, or a third party.
- (ii) Content that violates or has the risk of violating copyrights, publicity rights, trademark rights or other rights related to PARONYM, the Distributor, or a third party.
- (iii) Content deemed to be false representations or exaggerated representations.
- (iv) Content that has or may have expressions that are offensive to public order and morality.
- (v) Content that violates a law, injunction, regulation, ordinance, treaty or any other legislation.
- (vi) Other content that PARONYM deems inappropriate, such as adversely affecting the fairness of transactions with consumers.
- (b) Even for TIG Content once published on the TIG Platform, if it is

between the consumer.

(b) Even for TIG Content once published on the TIG Platform, when deemed to be transgressing the items prescribed in the previous paragraph after the fact, PARONYM may immediately delete such TIG Content without the consent of the customer. In such cases, PARONYM as well as the Distributor shall not incur any obligations for explanation.

(c) PARNOYM as well as the Distributor shall not be held liable in any way for damages incurred by the customer due to requests to alter or delete TIG Content as stipulated in Clause (a), the suspension of use of the TIG Platform, or the deletion of TIG Content as prescribed in the previous paragraph.

6. Changes to the Matters Notified

(a) The customer, when changes to the matters notified to the Distributor occur, shall promptly follow the change procedure designated by the Distributor.

(b) All problems that arise from not following the change procedure as provided for in the preceding paragraph shall be attributed to the customer.

7. Responsibility Incurred by the Customer by the Use of the TIG Platform

(a) The customer understands that the TIG Platform is a place to publish TIG Content that uses Original Content of the customer, and shall assume full responsibility for the information of the TIG Content.

(b) The customer, in using the TIG Platform, shall establish, at its own expense and responsibility, a system for appropriately handling queries and inquiries regarding the TIG Content.

8. Suspension, Discontinuation, and Abolition of the Service As Well As Changes to These Terms

The suspension, discontinuation and abolition of the TIG Platform as well as changes to these Terms refers to the following:

(i) In cases where PARONYM determines it necessary to suspend or discontinue the TIG Platform due to the malfunction of PARONYM' server, PARONYM shall immediately inform the customer after suspension or discontinuation, and must endeavor to resume services of the TIG Platform by for example, repairing the server.

(ii) PARONYM will, in cases where, due to the maintenance of facilities used to connect to the Internet or for unavoidable reasons

determined after the fact that it violates any of the items prescribed in the previous paragraph, PARONYM may immediately delete such TIG Content without the consent of the customer. In such a case, PARONYM and the Distributor shall not be obliged to provide an explanation to the customer.

(c) PARNOYM and the Distributor will not be liable for any damages incurred by the customer due to the request to change or delete of the TIG Content in Clause (a), the suspension of use of the TIG Platform, or the deletion of the TIG Content in the preceding paragraph.

6. Changes to the Matters Notified

(a) If any changes occur to the matters notified to the Distributor, the customer shall promptly carry out procedures to change them as prescribed by the Distributor.

(b) The customer will be liable for any issues caused by the failure to complete the procedure to change the matters notifies as provided for in the preceding paragraph.

7. Customer Responsibility for the Use of the TIG Platform

(a) The customer understands that the TIG Platform is a place to publish the TIG Content that uses the Original Content of the customer and shall assume full responsibility for the information of the TIG Content.

(b) The customer, in using the TIG Platform, shall establish, at its own expense and responsibility, a system for appropriately handling queries and inquiries regarding the TIG Content.

8. Suspension, Discontinuation, and Termination of the Service as Well as Changes to the Terms

The suspension, discontinuation, and termination of the TIG Platform, as well as changes to the Terms, is as follows.

(i) If PARONYM decides that it is necessary to suspend or discontinue the TIG Platform due to problems with PARONYM's servers, PARONYM will suspend or discontinue the TIG Platform, immediately notify the customer through PARONYM's website

(<https://www.paronym.jp/en/news/>), and shall make efforts, for example, to restore the servers, so that the TIG Platform can be resumed.

(ii) If PARONYM will suspend or discontinue the whole or part of the TIG

due to construction, the whole or part of the TIG Platform is suspended or discontinued, inform the customer of the matter beforehand. However, this does not apply in unavoidable cases of emergency.

(iii) PARONYM may, for business or technological reasons, abolish TIG Platform. In such cases, the customers will be notified of the abolition at least one month beforehand.

(iv) PARONYM, during the term of this Individual Contract, may, at its sole and absolute discretion, alter, add, or delete these Terms, which shall apply to the Individual Contract at the date these Terms are last revised. In such case, the Distributor shall inform the customer of the matter at least one month before the date the Terms are revised.

(v) PARONYM as well as the Distributor shall not incur any responsibility for damages incurred by the customer due to the suspension, discontinuation and abolition of the TIG Platform as well as changes to these Terms as prescribed in the previous paragraph.

9. Term

(a) These Terms are valid, during the term of the Individual Contract between the customer and the Distributor as well as PARONYM. However, Article 10 (Disclaimer), Article 11 (Lack of Warranty and Point of Caution), Article 13 (Allocation of Intellectual Property Rights), Article 16 (Indemnification and Compensation), Article 19 (Prohibition of Assignment of Rights and Obligations) and Article 20 (Governing Law and Court of Competent Jurisdiction) shall survive and shall remain in effect for three (3) years after the expiration of the Individual Contract.

Platform for unavoidable reasons due to the maintenance of Internet connection facilities or construction work, PARONYM will notify the customer on the TIG Platform Content Management Screen (<https://cms.tigmedia.jp/>) in advance. However, this does not apply if it is an emergency and is unavoidable.

(iii) PARONYM may discontinue the TIG Platform due to business or technological reasons. In such a case, PARONYM will notify the customer on the TIG Platform Content Management Screen (<https://cms.tigmedia.jp/>) at least one (1) month before the discontinuation.

(iv) PARONYM may change, add, delete, or discontinue (the "Change") the Terms at its sole and absolute discretion during the period of the Individual Contract in the following circumstances. If the Terms are to be changed, PARONYM will notify the customer of the Change to the Terms, in addition to the content of the Terms subject to the Change and its effective date, on the TIG Platform Content Management Screen (<https://cms.tigmedia.jp/>) at least one (1) month before the date of the Change to the Terms. If there is no objection from the customer within one (1) month from the notification date, the Change to the Terms shall be applied to the Individual Contract on the date of the Change to the Terms.

A) When the Change to the Terms is in the general interest of the customer.

B) When the Change to the Terms does not contradict with the purpose of the Individual Contract and is reasonable in light of the necessity of the Change, the appropriateness of the content after the Change, and other circumstances related to the Change.

(v) PARONYM and the Distributor will not be liable for any damages incurred by the customer due to suspension, discontinuation, and termination of the TIG Platform and the Change to the Terms in the preceding items.

9. Term

(a) The Terms are valid during the period all Individual Contracts between the customer and PARONYM, as well as the Distributor, are valid. However, the provisions in Article 9 (Term) (d), Article 10 (Disclaimer), Article 11 (No Warranty and Point of Caution), Article 13 (Ownership of Intellectual Property Rights), Article 16 (Indemnification and Compensation), Article 19 (No Assignment of Rights and Obligations), and Article 20 (Governing Law and Jurisdiction) shall survive for three (3) years after the expiration of the Individual Contract. Other Articles will abide to the upper limit of the prescription of the Civil Code.

(b) The Individual Contract shall remain effective for the duration the customer uses the TIG Platform, unless otherwise specified in this Individual Contract.

(c) This Individual Contract may not be cancelled mid-term.

(d) When the Individual Contract is terminated, PARONYM will promptly suspend the publication or reprint of the TIG Content related to such individual contract.

10. Disclaimer

(a) Except as expressly provided for herein, to the maximum extent permitted by applicable law, PARONYM and Distributor do not make any warranty of any kind related to the TIG platform, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use and noninfringement. PARONYM and its distributor are not responsible or liable for the deletion of or failure to store any customer data and other communications maintained or transmitted through use of the TIG platform. The customer is solely responsible for securing and backing up its necessary data. neither PARONYM, nor its Distributor, warrant that the operation of the TIG platform will be error-free, malware- free, or uninterrupted. The paid services are not designed, manufactured, or intended for high risk activities.

(b) The customer, aside from reasons specified in these Terms, regarding the damages or loss suffered by the customer or a third party related to the TIG Platform, acknowledges that PARONYM as well as the Distributor shall not incur any responsibility, including of those to reimburse or to compensate, and agrees to respond appropriately at the customer's expense and responsibility.

(c) PARONYM as well as the Distributor does not provide warranty for the following items:

- (i) Damage, loss or cost incurred due to the customer doing business with a third party based on the TIG Platform
- (ii) Unauthorized access of the customer's information processing terminal
- (iii) Accidents or congestions of the communication line
- (iv) Suspension of business by the telecommunication carrier
- (v) Errors, loss or other data troubles that occur externally of the system or on the communication line that PARONYM utilizes to provide the TIG Platform

(b) The term of validity of the Individual Contract shall survive while the customer uses the TIG Platform, unless otherwise specified in the Individual Contract.

(c) The Individual Contract cannot be cancelled mid-term.

(d) Once the Individual Contract is terminated, PARONYM will promptly end the publication or reproduction of the TIG Content related to such Individual Contract and will delete such TIG Content. In such cases, PARONYM and the Distributor are not obliged to provide an explanation and will not be liable for any damages incurred by the customer due to the content being deleted.

10. Disclaimer

(a) Except as expressly provided for herein, to the maximum extent permitted by applicable laws, PARONYM and the Distributor do not make any warranty of any kind related to the TIG Platform, whether express, implied, statutory, or otherwise, including without limitation warranties of merchantability, fitness for a particular use and noninfringement. PARONYM and the Distributor are not responsible or liable for the deletion of or failure to store any customer data and other communications maintained or transmitted through the use of the TIG Platform. The customer is solely responsible for securing and backing up its necessary data. Neither PARONYM nor its Distributor warrant that the operation of the TIG Platform will be error-free, malware- free, or uninterrupted. The paid services are not designed, manufactured, or intended for high-risk activities.

(b) The customer agrees that PARONYM and the Distributor will not be liable, including but not limited to indemnities and compensations, for any damages or loss incurred by the customer or a third party in connection with the TIG Platform except as otherwise provided in the Terms, and that the customer shall handle them appropriately at their own expense and responsibility.

(c) PARONYM and the Distributor do not provide warranty for the matters specified in the following items.

- (i) That no damage, loss, or expense will be incurred as a result of the customer's transaction with a third party based on the TIG Platform.
- (ii) That no unauthorized access etc. occurs on the customer's information processing terminal etc.
- (iii) That there are no communication line accidents or congestions.
- (iv) That there is no interruption in the telecommunications carrier's business.
- (v) That there are no data errors, losses, or other data troubles that occur outside or on the communication lines of the system that PARONYM

(d) PARONYM as well as the Distributor shall not bear any responsibility for not being able to fulfill these Terms or Individual Contract due to reasons not attributable to both parties such as natural disasters, the establishment or abolishment of law, traffic accidents or accidents of other transportation systems, dispositions based on the exercise of public authority, the use of force by public authorities, labor disputes and other unavoidable circumstances, as well as not bearing any responsibility for damages to the other party that occur due to such circumstances.

11. Lack of Warranty and Point of Caution

PARONYM as well as the Distributor do not guarantee for the accuracy, integrity, timeliness, utility such as the number of transitions to videos and specified sites, and the number of videos played, and reliability of the services provided on the TIG Platform, as well as the content of the TIG Platform infringing on the rights of a third party.

12. Prohibited Items

(a) The customer, in using the TIG Platform, shall commit themselves to not act according to the following items:

- (i) Actions that infringe or has the risk of infringing the intellectual property right, such as copyright or trademark, of PARONYM, the Distributor or a third party.
- (ii) Actions that lead or has the risk of leading to crime such as fraud.
- (iii) Using TIG Platform pretending to be a third party.
- (iv) Actions that slander or libel PARONYM, the Distributor, or a third party
- (v) Sending or registering malicious computer programs, such as a virus, or files infected by virus.
- (vi) Actions that interfere with or have the risk of interfering with the use or operation of TIG Platform.
- (vii) Actions that violate or has the risk of violating any applicable law or public order and morality.
- (viii) Other actions that cause, or have the risk causing, disadvantages to PARONYM, the Distributor or a third party.

(b) In the event the customer violates any of the items prescribed in the preceding paragraph, PARONYM may, without prior notice, take technological measures such as blocking access to the website.

PARONYM and the Distributor shall not incur any responsibility for loss incurred by the customer in such cases.

uses to provide the TIG Platform.

(d) PARONYM and the Distributor will not be liable for the non-performance of an obligation if PARONYM is not able to fulfill the Terms or Individual Contract due to reasons not attributable to PARONYM or the Distributor such as natural disasters, the establishment or abolishment of law, traffic accidents or accidents of other transportation systems, dispositions based on the exercise of public authority, the use of force by public authorities, labor disputes and other unavoidable circumstances, and will not be liable for damages incurred by the customer caused by such circumstances.

11. No Warranty and Point of Caution

PARONYM and the Distributor do not guarantee the accuracy, completeness, and timeliness of the service provided on the TIG Platform. PARONYM and the Distributor also do not guarantee the usefulness and reliability of the videos, the number of transitions to designated websites, and the number of views etc., and that the content of TIG Platform does not infringe on the rights of a third party.

12. Restriction of Use

(a) The customer, in using the TIG Platform, shall commit themselves to not do any of the following acts.

- (i) Acts that infringe or may infringe the intellectual property right, such as copyright or trademark, of PARONYM, the Distributor, or a third party.
- (ii) Acts that lead or has the risk of leading to crimes such as fraud.
- (iii) Acts of using the TIG Platform by impersonating a third party.
- (iv) Acts that slander or libel PARONYM, the Distributor, or a third party.
- (v) Sending or uploading malicious computer programs such as a virus, or files infected by a virus.
- (vi) Acts that interfere with or have the risk of interfering with the use or operation of TIG Platform.
- (vii) Acts that violate or has the risk of violating any applicable law or public order and morality.
- (viii) Other acts that cause or may cause disadvantages to PARONYM, the Distributor, or a third party.

(b) If the customer violates any of the items prescribed in the preceding paragraph, PARONYM may, without prior notice, take technological measures such as blocking access to the website. PARONYM and the Distributor will not be liable for any losses incurred by the customer in such cases.

13. Allocation of Intellectual Property Rights

(a) The customer acknowledges beforehand that in order to TIGify documents and images related to the Original Content (hereinafter called "Copyrighted Material"), PARONYM may use (includes but not limited to reproducing, releasing, and sending), edit or modify such content free of charge. The customer must not exercise moral rights of the Copyrighted Material against PARONYM and PARONYM's subcontractors.

(b) The copyright of copyright materials that PARONYM provides through the TIG Platform, such as images, videos, software, database, and documents, other intellectual property rights and rights regarding any information included in the TIG Platform (including rights regarding trade secrets pertaining to TIG Platform) shall, according to the source of the copyright material or information, be allocated to the customer or PARONYM.

(c) Marks and service names and other similar materials published on the TIG Platform may include the trademark or registered trademark of PARONYM or a third party. The customer may not use such trademarks unless they individually receive permission from PARONYM or a third party that holds its legitimate right.

14. Management of Data of User Behavior During Video Viewing

The customer acknowledges that PARONYM and PARONYM's business associates may, as the data of user behavior during video viewing, acquire from the TIG Platform that the customer uses, the number of times the video was played, the number of times the video was touched, and behavioral pattern information such as transition rates to separate pages this product directed to (not limited to those previously stated, the information PARONYM is able to acquire hereinafter is called "TIG Statistical Data"), and, after applying data anonymization, may use them without limitation.

15. Responding to Inquiries

(a) Inquiries about the TIG Content from end users or a third party, in principle, shall be handled temporarily by the customer.

(b) For inquiries as provided for in the previous paragraph, when the customer requests cooperation of PARONYM and the Distributor, PARONYM and the Distributor shall cooperate with the customer by methods such as providing technological information about the TIG Content (however, limited to the extent that can be released to the public).

13. Ownership of Intellectual Rights

(a) The customer acknowledges beforehand that, in order to TIGify documents and images related to the Original Content (the "Copyrighted Material"), PARONYM may use (including but not limited to reproducing, releasing, and sending etc.), edit or modify such content free of charge. The customer must not exercise moral rights of the Copyrighted Material against PARONYM and PARONYM's subcontractors.

(b) The copyright of all copyrighted materials that PARONYM provides through the TIG Platform, such as images, videos, software, database, documents, any other copyrighted works, any other intellectual property rights, and rights regarding any information included in the TIG Platform (including rights regarding trade secrets pertaining to the TIG Platform) shall, according to the source of the copyright material or information, be allocated to the customer or PARONYM.

(c) Emblems (symbols, marks, etc.) and service names and other similar materials published on the TIG Platform may include the trademark or registered trademark of PARONYM or a third party. The customer shall not use such trademarks unless they individually receive permission from PARONYM or a third party that holds its legitimate right.

14. Handling of the Behavior Data of Users While Watching the Video

The customer acknowledges that PARONYM and PARONYM's business associates may, as the behavior data of users while watching the video, acquire from the TIG Platform the customer uses, the number of times the video was played, the number of times the video was touched, and behavioral pattern information such as the transition rate to a separate page guided by the product (not limited to those previously stated, the information PARONYM is able to acquire is called "TIG Statistical Data"), and, after applying data anonymization, may use them without limitation.

15. Responding to Inquiries

(a) Inquiries about the TIG Content from an end user or a third party, in principle, shall be handled temporarily by the customer.

(b) For inquiries in the preceding paragraph, when the customer requests the cooperation of PARONYM or the Distributor, PARONYM or the Distributor shall cooperate with the customer by methods such as providing technological information about the TIG Content (however, limited to the extent that can be released to the public).

16. Indemnification and Compensation

(a) In cases where the customer violates these Terms (includes Individual Contract for this Clause, the same shall apply hereinafter), or due to or related to the unauthorized or illegal use of the TIG Platform, causes damage to PARONYM or the Distributor, PARONYM or the Distributor may claim for damages against the customer.

(b) All complaints or claims that occur due to or are related to the customer's violation of any applicable law or these Terms, or the infringement of the rights of a third party by the customer shall be resolved at the customer's own expense and responsibility. In cases where, in response to such complaints and claims, expenses are incurred by PARONYM, the Distributor, or the affiliated companies or business partners of PARONYM or payments such as compensations are made by PARONYM, the Distributor, or the affiliated companies or business partners of PARONYM, it will be the responsibility of the customer to incur such expenses or payments, such as compensations, (including legal fees), and PARONYM, the Distributor, or the affiliated companies or business partners of PARONYM shall not be caused any damages.

(c) PARONYM and the Distributor, whether the reasons are direct or indirect, shall not incur any responsibility for damages suffered by the customer due to the use of the TIG Platform. However, this shall not apply for damages arising from PARONYM or the Distributor's willful misconduct or gross negligence.

17. Termination

(a) PARONYM and the Distributor may, in cases where any of the following items apply to the customer, may immediately terminate the whole of the Individual Contract without any notice.

(i) In the event the customer violates the provisions in these Terms (includes Individual Contract for this Clause), and, despite giving a reasonable period of notice to the customer, fails to correct the violations within such period.

(ii) In the event, the customer shall file, in any court or agency pursuant to any statute or regulation of any state, country or jurisdiction, a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of that such the customer or of its assets.

(iii) In the event the customer shall be served with an involuntary petition against it, or filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after the filing thereof.

16. Indemnification and Compensation

(a) If the customer violates the Terms (including Individual Contract for this Clause) and, or due to or related to the unauthorized or illegal use of the TIG Platform, causes damage to PARONYM or the Distributor, PARONYM and the Distributor may claim for damages against the customer.

(b) All complaints or claims arising out of or in connection with the customer's violation of the laws and regulation or the Terms or due to the infringement of the rights of a third party by the customer shall be resolved at the customer's own expense and responsibility. If PARONYM, the Distributor, PARONYM's affiliated companies, or PARONYM'S business partners incur costs in connection with such complaints or claims, or payments such as compensations are made by PARONYM, the Distributor, PARONYM's affiliated companies, or PARONYM'S business partners, the customer shall bear such costs and compensations (including but not limited to attorney's fees and expenses) and shall not cause any damages to PARONYM, the Distributor, PARONYM's affiliated companies, or PARONYM'S business partners.

(c) PARONYM and the Distributor will not be liable for any damages caused by the customer's use of the TIG Platform, whether for direct or indirect reasons. However, this does not apply if it is due to the intentional or gross negligence of PARONYM or the Distributor.

17. Cancellation

(a) PARONYM and the Distributor may immediately cancel the whole of the Individual Contract without any notice if any of the following items apply to the customer.

(i) If the customer violates the provisions in the Terms (includes Individual Contract for this Clause), and, despite given a reasonable period of notice, fails to correct the violations within the period.

(ii) If the customer shall file, in any court or agency pursuant to any statute or regulation of any state, country or jurisdiction, a petition in bankruptcy or insolvency, or a petition for reorganization, an arrangement, or the appointment of a receiver or trustee by the customer or of their assets.

(iii) If customer shall be served with an involuntary petition against them, or be filed in any insolvency proceedings, and such petition shall not be dismissed within sixty (60) days after the filing thereof.

(iv) If the customer shall propose or be a party to any dissolution or liquidation. If the customer is a joint-stock company in the Companies

(iv) In the event the customer shall propose or be a party to any dissolution or liquidation.

(v) In the event the customer shall make an assignment for the benefit of its creditors.

(vi) In the event the customer proposes a written agreement of composition or extension of its debts.

(vii) In the event the license of the customer is canceled, revoked or suspended for any business by any court, agency, commission or any other regulatory authority pursuant to any statute or regulation of any state, country or jurisdiction.

(viii) For cases where the customer is a corporation, when events that have material impact on the customer's business activities occur, such as a merger or changes in shareholders of over 50%, and the Distributor deems it difficult to continue the contractual relationship or the Individual Contract between the customer and PARONYM and the Distributor pursuant to these Terms.

(ix) In the event matters contrary to public or moral order are conducted as a business, such as matters contrary to social order pertaining to properties or ethics, or the violation of human rights.

(x) In the event significant circumstances arise where it becomes difficult to continue the contractual relationship of the Individual Contract between the customer and PARONYM and the Distributor as stipulated in the Terms.

(xi) In the event other circumstances equivalent to those as provided for in the previous items occur.

(b) In the case the customer falls under any of the items as provided for in the previous paragraph, the customer will automatically lose the profits of the term, and shall immediately pay all monetary obligations owed towards PARONYM or the Distributor.

(c) The right to terminate pursuant to this Article does not exempt the customer from liabilities of damages as stipulated in Article 16.

18. Alteration

The stipulations in the Individual Contract may only be altered by the written agreement which comes into effect by the signature and seal of the customer, PARONYM and the Distributor as regards to the Individual Contract or those with the equivalent or higher authority.

Act, in addition to the above-mentioned petition, when there is a petition for starting corporate reorganization procedures or starting special liquidation procedures.

(v) If the customer shall make an assignment for the benefit of its creditors.

(vi) If the customer proposes a written agreement of composition or extension of its debts.

(vii) If the customer is a corporation, when the license of the customer is canceled, revoked, or suspended for any business by any court, agency, commission, or any other regulatory authority pursuant to any statute or regulation of any state, country, or jurisdiction.

(viii) If the customer is a corporation, when events that have material impact on the customer's business activities occur, such as a merger or changes in shareholders of over fifty percent (50%), and PARONYM or the Distributor deems it difficult to continue the contractual relationship or the Individual Contract between the customer and PARONYM and the Distributor under the Terms.

(ix) If matters contrary to public or moral order are conducted as a business, such as matters contrary to social order pertaining to properties or ethics, or the violation of human rights.

(x) If significant circumstances arise where it becomes difficult to continue the contractual relationship of the Individual Contract between the customer and PARONYM and the Distributor as stipulated in the Terms.

(xi) If other circumstances equivalent to those as provided for in the previous items occur.

(b) If the customer falls under any of the items in the preceding paragraph, the customer will automatically lose the profits of the term and shall immediately pay all monetary obligations owed towards PARONYM and the Distributor.

(c) The right to terminate under this Article does not exempt the customer from liabilities of damages in Article 16 (a).

18. Amendment

The stipulations in the Individual Contract may only be altered by a written agreement which comes into effect by the signature and/or seal of the customer and PARONYM and the Distributor's signer/sealer of the Individual Contract, or those with equivalent or higher authority from each party.

19. Prohibition of Assignment of Rights and Obligations

The customer must not assign, establish the right of pledge and other security rights, loan or dispose of in any other way to a third party the status that arises from the contract or individual contract between the customer and PARONYM and the Distributor based on these Terms or the rights or obligations that arise from such contracts, without the written permission of PARONYM or the Distributor. The Distributor may assign the contractual status or the rights and obligations that arises from such contracts to PARONYM without the customer's consent.

20. Governing Law and Court of Competent Jurisdiction

- (a) These Terms and the Individual Contract shall be governed by the laws of Japan, without reference to principles of conflict of laws.
- (b) For any dispute arising out of or relating to this Terms and the Individual Contract, the parties consent to personal jurisdiction in, and the exclusive venue of, the Tokyo district court in Japan.

Paronym Inc.

Enacted 04 01, 2019

19. No Assignment of Rights and Obligations

The customer shall not assign, establish the right of pledge and other security rights, loan or dispose of in any other way to a third party the status that arises from the contract or individual contract between the customer and PARONYM and the Distributor based on the Terms or the rights or obligations that arise from such contracts, without the written permission of PARONYM and the Distributor. The Distributor may assign the contractual status or the rights or obligations arising from these contracts to PARONYM without the consent of the customer.

20. Governing Law and Jurisdiction

- (a) The Terms and the Individual Contract shall be governed by and construed in accordance with the laws of Japan without regard to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction.
- (b) Any dispute arising out of or in relation to the Terms and the Individual Contract between the customer and PARONYM and the Distributor shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Paronym Inc.

Effective as of April 1, 2019

Updated: March 18, 2021

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