

Terms of Use

This document is an English translation of an original document in Japanese. If there is any discrepancy between this translation and the original document, the latter shall prevail legally.

1 General rules

1. Purpose of this usage

The purpose of these Terms of Use is to stipulate the terms of use of the electronic contract service "IMAOs" (hereinafter referred to as "the Service") provided by gooddays holdings, Inc. (hereinafter referred to as "the Company") regarding real estate transactions.

2 Contents of this service

2. Contents of this service

1. This service is a cloud-type electronic contract service that allows you to conclude, store, and manage electronic contracts related to real estate transactions on a cloud server. The details shall be described on our website.
2. This service consists of a free plan and a paid plan. Customers who use the paid plan should apply separately and comply with these terms of use as well as the rules regarding the paid plan.
3. We may change the contents of this service such as addition, extension or deletion of functions.
4. We provide support for this service. Details such as the content, time, and method of support shall be in accordance with the support policy separately set by the Company.

3 Flow to use

3. Flow to use

The flow from application to start of use is as follows.

① Application

Customers apply for the use of this service from our application site.

② Answer from our company

We will confirm the contents of your application and we will reply to you whether or not you can use this service.

③ Customer information registration

Customers who can use this service will send us the information necessary for using this service and the documents specified by us, and we will register the customer information.

④ Issuance of master ID

After registering customer information, we will issue a master ID and password to the customer when starting to use this service.

⑤ Start using

The customer will access the site for using this service with the master ID and password issued by the Company and start using this service.

4 Establishment of usage contract

4. How to apply

1. When applying for item 1 of the preceding article, fill out all necessary items on the application form and then apply to the Company.
2. When applying for this service, please check all the contents of these Terms of Use. If you apply for this service, we will consider that you have agreed to these terms of use.
3. We recommend that you apply for this service at each store (or business establishment).

5. Conclusion of contract

1. The usage contract for this service (hereinafter referred to as "usage contract") is established by issuing the master ID in Article 3, item 4.
2. Regarding Article 3, items 1 and 3, if there is any of the reasons listed in the following items for the customer, the company may not consent to the use of this service by the customer.
 - ① When it is clearly expected to use this service in violation of these Terms of Use.
 - ② When there is an actual delay in fulfilling the obligations owed to the Company, or when there has been a delay in the past.
 - ③ When you declare a false fact to us.
 - ④ When it falls under the antisocial forces stipulated in Article 20, Paragraph 1.
 - ⑤ If you cannot verify your identity.
 - ⑥ In addition to the cases specified in the preceding items, when there is a problem or there is a risk of a problem in our business operations.

5 Customer obligations

6. Management of ID etc.

1. When we start using this service, we will issue to you the master ID and password (hereinafter referred to as "master ID, etc.") necessary to access the site where this service is used.
2. Customers can use the master ID to issue user IDs and passwords (hereinafter referred to as "user IDs, etc." and together with "master IDs", referred to as "IDs, etc.>").
3. Customers must manage IDs, etc. appropriately with the care of good managers, and take care not to leak them to others. When we confirm the existence of the access authority of the person by asking the person who intends to access this service to input the ID etc., the character string constituting the correct ID etc. and the input ID etc. are input. If the constituent strings match, it is treated as if the person has access rights.
4. The Company is not liable for any damages caused by the customer's violation of the provisions of the preceding paragraph.

7. Compliance with the terms and conditions regarding digital certificates

When using the digital certificate through this service, the customer shall comply with the terms and conditions established by GMO GlobalSign Co., Ltd.

8. Backup of data etc.

1. Customers are responsible for the loss or damage of electronic documents, attribute data and all other data (hereinafter referred to as "data, etc.") registered in the process of using this service on a regular basis. It shall be duplicated.
2. Our company does not take any responsibility for data etc. including the case of loss or damage in the preceding paragraph

9. Prohibited acts

1. The customer must not use this service to perform the acts listed in the following items or let a third party perform them.
 - ① Acts that violate these Terms of Use.
 - ② Acts that violate the law or public order and morals.
 - ③ Criminal acts or acts that may lead to criminal acts.

- ④ Acts that infringe or may infringe intellectual property rights such as trademark rights and copyrights of the Company or a third party.
 - ⑤ The act of using this service in a manner that seriously hinders the use of this service by other customers.
 - ⑥ Actions that give or may give an excessive load to our equipment.
 - ⑦ Acts that the Company deems inappropriate in addition to those listed in the preceding items.
2. The Company shall be able to immediately suspend the provision of this service without notice when the customer has performed the prohibited acts set forth in the preceding paragraph or has a third party perform them.

10. Prohibition of disposal of contractual status, etc.

The customer may not assign, sublease, or pledge the customer's status, rights, or obligations based on these Terms of Use to a third party without the consent of the Company.

11. Notification of change

1. If there is a change in the matters notified to us when applying for this service, please notify us immediately of the change according to the method separately determined by us.
2. The Company will provide this service and perform other affairs related to this service as if there was no change until the notification set forth in the preceding paragraph reaches the Company and the Company confirms the fact of the change.
3. The provisions of the preceding two paragraphs shall apply mutatis mutandis to any further changes to the matters notified to the Company pursuant to this Article.
4. The provisions of paragraphs 1 and 2 shall apply mutatis mutandis if the customer's status is succeeded based on these Terms of Use due to a merger, etc. In this case, the person who has succeeded to the customer's status based on these Terms of Use should notify the change specified in this article.

6 Disclaimer

12. Force majeure

We are not responsible for customers such as natural disasters, epidemics, malicious acts of sabotage by third parties, software malfunctions of third parties used by us when

providing this service, equipment failures, etc. Even if you cannot use this service, we will not take any responsibility for any damage caused to the customer.

13. Interruption due to management work, etc.

1. The Company (including a third party to which the Company outsources the work) will provide this service at the discretion of the Company without prior notice to the customer when there is any of the reasons listed in the following items. You may perform temporary interruptions, cloud server investigations, configuration changes, repairs and other administrative tasks.
 - ① When performing maintenance or inspection of the cloud server.
 - ② When updating or upgrading the software, etc. (hereinafter referred to as "this software, etc.") necessary for providing this service.
 - ③ When repairing or correcting defects in the cloud server, this software, etc.
 - ④ When the certificate authority of the digital certificate performs maintenance, inspection or repair of the digital certificate issuing system.
 - ⑤ In addition, when it is unavoidable for operational or technical reasons.
2. In addition to what is provided for in the preceding paragraph, if it becomes extremely difficult to provide this service due to reasons that cannot be attributed to our responsibility, we may suspend the provision of this service.
3. In addition to what is provided for in the preceding paragraph, if it becomes extremely difficult to provide this service due to reasons that cannot be attributed to our responsibility, we may suspend the provision of this service.

14. Disclaimer

1. The Company is not aware of the contents of the electronic contract concluded using this service, and temporarily suspends the provision of this service, suspends all or part of this service, or loses or damages data etc. We do not take any responsibility for recovery of data, compensation for damages, etc. for leakage and other damages caused in connection with this service.
2. The Company does not guarantee any of the matters listed in the following items and other matters related to this service, and does not assume any guaranty liability
 - ① A person with legitimate authority has entered into an electronic contract using this service.
 - ② This service shall not be interrupted, stopped or abolished.
 - ③ This service has a certain quality.

- ④ The content or function of this service meets a specific purpose of use.
- ⑤ The use of this service does not infringe the rights of a third party.

7 Price

15. Payment of fees

1. The customer shall pay the prescribed service plan fee, electronic signature fee, electronic certificate issuance fee and other necessary fees (hereinafter collectively referred to as "service usage fee") to the Company as consideration for this service. We will notify you of the service usage fee by an appropriate method such as posting it on our website.
2. If the customer changes the service plan during the usage period of this service, the service usage charge including the new service plan charge will be applied from the month following the month to which the change date belongs. Even if you change to a lower service plan, you cannot claim reimbursement of the difference between the service plan charges of the old service plan and the new service plan.
3. We may revise the service usage fee based on social conditions, changes in economic conditions, technical requirements for service provision and other circumstances. We will notify you of the revised service usage fee by an appropriate method such as posting it on our website.
4. The customer shall bear the taxes and public dues, bank transfer fees and other expenses incurred when paying the service usage fee.

16. Payment method and payment period

1. The Company shall transfer the right to claim the service usage fee to the customer incurred in relation to the transaction based on these Terms of Use to Net Protections Co., Ltd. (hereinafter referred to as NP), and the customer shall transfer the service usage fee to NP. Shall pay to.
2. The payment time of the fee shall be in accordance with the contents specified by NP.
3. Notwithstanding the provisions of the preceding two paragraphs, the Company may charge the customer directly. (However, excluding those for which the customer has already paid to NP) 4. In addition to the provisions of Article 18 (cancellation), if the customer fails to pay the service usage fee to the Company or NP, the Company may suspend the use of this service.

8	Usage period and termination of this service, etc.
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17. Usage period and renewal

1. The initial usage period of this service shall be until the last day of the month to which the service usage start date belongs.
2. The initial usage period of this service shall be until the last day of the month to which the service usage start date belongs.

18. Lift

1. The customer can cancel the usage contract in the future at any time by notifying the Company of the cancellation in accordance with the method specified by the Company. Even if you cancel the service in the middle of the usage period, the service usage fee will not be reduced by prorated calculation.
2. The Company shall be able to immediately cancel the usage contract without notice if there is any of the reasons listed in the following items for the customer.
 - ① If you violate the obligations stipulated in these Terms of Use.
 - ② When a petition for bankruptcy proceedings or other bankruptcy proceedings is filed.
 - ③ When you declare a false fact to us.
 - ④ When there is a false statement in the documents submitted to us.
 - ⑤ When the documents submitted to us are created by fraudulent means such as forgery.
 - ⑥ When the credibility of our company is damaged or the business is obstructed by using the dissemination, counterfeiting or power of the rumor.
 - ⑦ In addition to the cases specified in the preceding items, when there is a serious obstacle in our business or when there is a risk of a serious obstacle.
3. The Company shall not lose the right to claim damages against the customer even if the cancellation specified in the preceding paragraph is performed.

19. Deletion of data etc.

1. We will delete the data etc. when this service is terminated due to the expiration or cancellation of the usage period. Even if damages occur due to deletion of data, etc., the Company shall not be liable to the customer or a third party for recovery of deleted data, etc., compensation for damages, or any other liability.
2. The customer is responsible for copying the data, etc. and storing it by himself / herself by the expiration date or cancellation date of the usage period of this

service.

9	others
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20. Elimination of antisocial forces

1. The Company and its customers have stated that they or their officers and employees are not gangsters, members of gangsters, companies affiliated with gangsters, or other antisocial forces (hereinafter referred to as "antisocial forces") now and in the future. And guarantee.
2. The Company and the customer have stated that they will not engage in violent or threatening demands, unreasonable demands beyond their legal responsibilities, or any other similar acts, or will not allow a third party to do so.
3. The Company and the customer shall be able to immediately cancel the usage contract in the future if the other party violates the representations and warranties stipulated in the preceding two paragraphs.

21. Handling of confidential and personal information

1. The information disclosed by the Company after clearly stating that it is confidential from the customer (hereinafter referred to as "confidential information") shall be used only within the scope stated in this Terms of Use in addition to the provision of this service. increase.
2. The provisions of the preceding paragraph shall also apply when the Company entrusts personal information from customers, and the Company shall apply to laws and regulations regarding the protection of personal information, guidelines established by government agencies, and guidelines regarding personal information separately established by the Company. Shall comply with.

22. Compensation for damages

When the Company causes damage to the customer in providing this service, the Company shall compensate for the damage up to the total amount of this service fee received in the last year.

23. Survival clause

Even if the usage contract is terminated due to the expiration or cancellation of the usage period, Article 10 (prohibition of disposition of contractual status, etc.), Article 14 (disclaimer), Article 19 (deletion of data, etc.), Article 21 The provisions of (Handling of Confidential Information and Personal Information), this Article and Article 25

(Compliant Law and Jurisdiction) are still valid.

24. Efforts to resolve conflicts

In the event of a dispute regarding this service, each party shall endeavor to resolve it in good faith in the spirit of mutual cooperation.

25. Governing law and jurisdiction

1. The governing law of these Terms of Use shall be the law of Japan.
2. The Tokyo District Court or the Tokyo Summary Court shall be the exclusive agreement jurisdictional court of the first instance for complaints regarding these Terms of Use.

26. Revision of these Terms of Use

The Company may revise the contents of these Terms of Use by setting the date of implementation. In that case, the contents of these Terms of Use shall be changed according to the revised contents from the date of implementation of the revised Terms of Use.

Supplementary Provisions (implemented on August 10, 2017)

These Terms of Use will be enforced from August 10, 2017.