

BookYou Service Terms of Use

This Agreement (hereinafter referred to as the "Agreement") stipulates the conditions for using the service "BookYou" (hereinafter referred to as the "Company Service") provided by BookYou Corporation (hereinafter referred to as the "Company"). This Agreement is established between all users (individuals or legal entities who have completed the registration for the Company Service based on Article 5) and the Company.

Users are required to read this Agreement carefully before using the Company Service, and by applying for the Company Service, users are deemed to have agreed to this Agreement.

(Application of this Agreement)

Article 1 Users may use the Company Service in accordance with this Agreement, and unless they agree to this Agreement, they cannot use the Company Service. The content specified in separately agreed contracts, terms, memoranda, etc. (hereinafter collectively referred to as "Individual Agreements") between the Company and the user regarding the Company Service constitutes part of this Agreement. In the event of any conflict between the Individual Agreements and this Agreement, this Agreement shall prevail unless the Individual Agreements explicitly exclude this Agreement.

(Definitions)

Article 2 In this Agreement, the terms used in the following items have the meanings prescribed in each item.

1. "Booking": A collective term for actions performed by one party for the other party based on a contract established through the exchange of messages within the Company Service.
2. "Booker": A user who attempts to receive or actually receives the provision of booking from a cast, or a user who uses the Company Service for booking.
3. "Cast": A user who attempts to provide booking to a booker or actually provides booking.
4. "Booking Contract": A contract related to booking.
5. "Booking Fee": The fee paid by the booker to the cast through the Company as compensation for the booking contract.

(Revision and Modification of this Agreement)

Article 3 The Company may, if deemed necessary, change or add to the content of this Agreement with the user's consent. However, in cases falling under any of the following items, consent to this Agreement may be deemed to have been obtained.

- When the change or addition conforms to the general interests of the user.
- When the change or addition does not contradict the purpose of entering into this Agreement, and is reasonable in light of necessity, the nature of the content, and other circumstances related to the change or addition.
- The Company, when making changes or additions as mentioned in the preceding paragraph, will inform users in advance of the details, content, and effective date of such changes or additions through the internet or other appropriate methods.

(Notification)

Article 4 Inquiries, other communications or notifications from users to the Company regarding the Company Service, and notifications or other communications from the Company to users regarding changes to this Agreement, are conducted through email or other methods specified by the Company. Such notifications are considered effective upon dispatch by the Company.

(Registration)

Article 5 Individuals aged 18 and above or legally established entities (hereinafter referred to as "Registration Applicants") who wish to use the Company Service may apply for registration by agreeing to this Agreement and providing certain information (hereinafter referred to as "Registration Information") in the manner specified by the Company. The Company will judge the eligibility of registration for Registration Applicants (hereinafter referred to as "Registration Applicants") based on its criteria and will notify the Registration Applicant if registration is approved. The registration as a user is considered complete upon the Company's notification as mentioned in this paragraph. Upon completion of registration as stipulated in the preceding paragraph, a usage agreement for the Company Service in accordance with the provisions of this Agreement (hereinafter referred to as the "Company Service Usage Agreement") is established between the user and the Company, and the user may use the Company Service in accordance with this Agreement. The Company

may refuse registration and re-registration if the Registration Applicant falls under any of the following items and has no obligation to disclose the reasons.

- If there is falsification, errors, or omissions in the Registration Information provided to the Company.
- If the Registration Applicant is a minor.
- If the Registration Applicant is a guardian, ward, or person under assistance and has not obtained the consent of the legal representative, guardian, assistant, or support.
- If the Registration Applicant, in the case of a corporation, does not have the necessary authority to apply for initial registration for service use.
- If the Registration Applicant, in the case of a corporation, is not a legally established entity.
- If the Registration Applicant falls under the reasons specified in Article 14, Paragraph 1, Item 11.
- If the Company reasonably determines that the Registration Applicant is involved in any form of interaction or involvement with antisocial forces through activities such as being a gang member, supporting or cooperating with antisocial forces through funding or other means.
- If the Company reasonably determines that the Registration Applicant or its affiliates have violated a contract with the Company in the past.
- If the Registration Applicant's residence country or country of domicile does not permit employment (including cases where qualifications are required but not possessed).
- If the Registration Applicant has undergone measures specified in Article 13 or Article 14.
- If the Company reasonably determines that the registration is inappropriate for any other reason.

(Corporate Accounts)

Article 5-2 Users who are corporations or individual business owners (hereinafter referred to as "Corporate Users") can register for a corporate account (hereinafter referred to as "Corporate Account") related to the Company Service. Corporate Users using the Corporate Account can create member accounts (hereinafter referred to as "Members Account") for their officers or employees for the purpose of using their own accounts, as specified

by the Company. Corporate Users must ensure that officers or employees using Member Accounts comply with this Agreement. If a Member Account violates this Agreement, the Company considers that the Corporate Account to which the Member Account belongs has also violated this Agreement. The Company may take measures based on Article 10, Paragraph 4, Article 13, Paragraph 2, and Article 14, Paragraph 1, as well as other measures based on this Agreement, not only against Corporate Users but also against Member Accounts. If the Company temporarily suspends the use of an account as part of such measures against a Member Account, the Corporate User is obligated to pay the fees specified in Article 10-2, considering the Member Account to be valid.

(Member Accounts)

Article 5-3 Member Accounts do not have the right to make claims or other demands against the Company based on Article 10, Paragraph 2, and the right to make such claims belongs only to the Corporate Account to which the Member Account belongs.

(Change of Registration Information)

Article 6 Users must promptly notify the Company of any changes to their registration information through the methods specified by the Company.

(Withdrawal)

Article 7 Users may withdraw from the Company Service and delete their registration as users by completing the prescribed procedures by the Company. In the event that a user has outstanding debts to the Company upon withdrawal, the user automatically loses the benefit of any deadlines and must immediately settle all outstanding debts with the Company.

(Management of Passwords and User IDs)

Article 8 Users are responsible for appropriately managing and safeguarding their passwords and user IDs for the Company Service. They must not allow third parties (excluding officers and employees of users in the case of corporate users) to use or lend, transfer, change names, sell, or otherwise transfer their passwords or user IDs. Users are liable for any damages resulting from inadequate password or user ID management, usage errors, or third-party use.

(Property Rights)

Article 9 All intellectual property rights related to the Company Service belong to the Company or those who have granted a license to the Company. The license for the use of the Company Service under this Agreement does not imply

the license to use the intellectual property rights of the Company or those who have granted a license to the Company. Users represent and warrant to the Company that they have the lawful rights to post or transmit posted data and that the posted data does not infringe on the rights of third parties. Users grant the Company a worldwide, non-exclusive, royalty-free, sublicensable, and transferable license to use, reproduce, distribute, create derivative works, display, and perform the posted data. Users do not exercise moral rights against the Company or those who have inherited or licensed the rights.

(Fees and Charges)

Article 10 Casts grant the Company the authority to collect booking fees on behalf of the cast from bookers or refund booking fees collected from bookers. The Company, within five business days from the day following the date it receives a payment processing request from the user through its designated method, deducts its specified fees from the remaining amount after deducting the booking fee and transfers the balance to the user's approved bank account, as specified by the user and approved by the Company in advance. The user is responsible for all costs associated with receiving the booking fee, including transfer fees, remittance fees, and exchange fees. Users must make a payment processing request within six months from the date the booking fee becomes eligible for billing. Failure to do so will result in the user waiving the right to make such a request and losing all rights related to such a request.

Notwithstanding the provisions of paragraph 2, the Company may withhold the transfer of booking fees if any of the following items apply. Even if six months have passed since the date the booking fee became eligible for billing and the transfer has not been completed due to this withholding, the provisions of the preceding paragraph remain valid.

- If the execution of the booking is obstructed or there is a possibility of obstruction for a time equivalent to 30% or more of the scheduled time for the planned booking, as reasonably determined by the Company.
- If the Company reasonably determines that the booking violates this Agreement or laws, or there is a possibility of such violation.
- If the Company's approval procedures for the specified bank account designated by the user have not been completed.
- If the transfer process does not complete due to reasons not attributable to the Company.

- If the Company reasonably determines that the user may fall under any of the items in Article 5, Paragraph 4.
- If the Company reasonably determines that the transfer of the booking fee may facilitate any crime or illegal activity.
- In addition to the above, if the Company reasonably determines that it is necessary to withhold the transfer of the booking fee. The Company will refund the booking fee to the booker if an agreement is reached between the booker and the cast or if the Company reasonably determines that it is appropriate to refund the booking fee after taking measures as mentioned in the preceding paragraph. In this case, the Company may, at its discretion, choose to refund the amount after deducting its specified fees from the booking fee, and the user agrees to this deduction in advance. The provisions of the preceding paragraph apply mutatis mutandis to such refunds. The Company Service is available to users who have a bank account in Japan or the United States or who are registered with the service provided by PayPal Pte. Ltd. Users who do not meet these criteria cannot make payment processing requests for booking fees and cannot receive booking fees. Users who engage in online bookings involving internet communication across different locations (hereinafter referred to as "Online Bookings") are required to bear a fee of 0.03 USD equivalent per minute of online booking or receipt of such services, as a service charge for online bookings. In the event that fees are incurred based on this provision, the user is responsible for the payment, and the Company will not refund such fees even if the booking fee is refunded to the cast for any reason.

(Special provisions for corporate user fees)

Article 10-2: Corporate users shall, in addition to the booking fees and others specified in the preceding article, pay the corporate user fees (hereinafter referred to as "corporate fees") specified by the Company in accordance with the separately determined fee plans through the methods specified by the Company.

- In cases where corporate fees are set as fees for the provision of Company services for a certain period, even if the start or end date of the Company services falls in the middle of that period, corporate users shall pay the full amount of corporate fees for that period without proration.
- In the case mentioned in the preceding paragraph, if the corporate user does not perform the procedures for changing or stopping the

fee plan by the deadline set by the Company, the contract based on that fee plan will be automatically renewed with the same content, and the corporate user agrees to this.

- If the Company cannot confirm the settlement of corporate fees by the payment method separately specified by the Company, the provisions of the preceding paragraph shall not apply. In this case, the Company may suspend the use of the Company services by the corporate user at any time, and shall not be responsible for any damages incurred by the corporate user as a result.

- In the event that a corporate user delays payment of corporate fees, the corporate user shall pay a late payment charge at an annual rate of 14.6% to the Company.

(Provision of Documents, etc.)

Article 11: Users shall provide, at no cost, to the Company any documents or other materials that the Company deems necessary for the provision of the Company services in accordance with the conditions set forth in these terms.

(Handling of Confidential Information)

Article 12: Users shall not disclose to third parties any and all information of a technical, business, or other nature regarding the Company that they receive or become aware of from the Company for the purpose of using or providing Company services (hereinafter referred to as "confidential information").

However, this does not apply to information falling under any of the following items:

- Information already possessed without an obligation of confidentiality.

- Information obtained rightfully from a third party without an obligation of confidentiality.

- Information developed independently without relying on confidential information.

- Information that, without violating these terms, has become public knowledge before or after receipt.

- In the case of a user being a corporation, notwithstanding the provisions of the preceding paragraph, the user may disclose confidential information to its officers or employees to the extent necessary to achieve the purpose of using or providing Company services, on the condition that the user imposes obligations equal to or greater than those

of this article even after retirement or resignation.

- Users shall use confidential information only within the scope of the purpose of using or providing Company services, and if replication or modification beyond the scope of the purpose of this agreement is necessary, prior written consent must be obtained from the Company.
- Users may disclose confidential information to lawyers, accountants, tax accountants, and other individuals obligated to maintain confidentiality under the law, but must impose obligations equivalent to the confidentiality obligations borne by themselves under these terms.
- Upon termination of the Company service usage agreement due to the end of the Company service or other reasons, users shall promptly return or dispose of confidential information in accordance with the Company's instructions. In the case of disposal, a method that prevents the reuse of confidential information shall be adopted.

(Prohibited Acts)

Article 13: Users shall not engage in the following acts or acts that the Company reasonably deems to fall under any of the following items when using the Company services:

- Acts that violate laws or are related to criminal acts.
- Fraud or coercion against the Company, other users, or other third parties.
- Acts contrary to public order and morals.
- Acts that infringe upon the intellectual property rights, portrait rights, privacy rights, honor, or other rights or interests of the Company, other users, or other third parties.
- Transmitting information through the Company services that falls under or is deemed by the Company, based on reasonable grounds, to fall under the following:
 - Information containing excessively violent or cruel expressions.
 - Information containing computer viruses or other harmful computer programs.
 - Information containing expressions that damage the reputation or credibility of the Company, other users of Company services, or other third parties.
 - Information containing excessively obscene expressions.
 - Information containing expressions that promote discrimination.

- Information containing expressions that promote suicide or self-harm.
- Information containing expressions that promote inappropriate use of drugs.
- Information containing antisocial expressions.
- Information containing requests for the spread of information such as chain mail.
- Information containing expressions that cause discomfort to others.
- Acts that excessively burden the network or system of the Company services.
- Reverse engineering or other analysis acts against the software or other systems provided by the Company.
- Acts that may interfere with the operation of the Company services.
- Unauthorized access to the Company's network or systems.
- Impersonation of a third party.
- Use of another user's ID or password.
- Collection of information about other users.
- Acts that cause disadvantage, damage, or discomfort to the Company, other users, or other third parties.
- Providing benefits to antisocial forces, etc.
- Acts aimed at meeting unfamiliar opposite-sex individuals.
- Acts directly or indirectly inducing, facilitating, or enabling acts falling under the preceding items.
- Attempts to engage in acts falling under the preceding items.
- Other acts deemed inappropriate by the Company based on reasonable grounds.
- If the Company determines that a user's behavior related to the use of Company services falls under any of the items of the preceding paragraph or there is a risk of such, the Company may take measures such as enjoining the behavior without prior notice to the user. The Company shall not be liable for any damages incurred by the user as a result of the measures taken by the Company based on this paragraph, even if such measures are taken.

(Termination, etc.)

Article 14: If any of the following reasons apply to the user, the Company may immediately suspend the use of the Company services temporarily, or terminate all or part of the Company service usage agreement without any notice or demand.

- Failure to pay usage fees, etc. for the Company services.
- Violation of any of the provisions of these terms, in addition to the preceding item.
- Serious negligence or fraudulent acts.
- Discovery of false facts in the information provided by the user to the Company for the use of the Company services or information requested by the Company.
- Use or attempted use of the Company services with the intention or method of causing damage to the Company, other users, or other third parties, or in a manner that may cause such damage.
- Any act that interferes with the operation of the Company services, regardless of the means.
- Suspension of payment, provisional seizure, seizure, auction, filing of bankruptcy proceedings, filing of civil rehabilitation proceedings, filing of corporate reorganization proceedings, filing of special liquidation proceedings.
- Receipt of a trading suspension disposition from a bill exchange.
- Delinquent tax disposition of public dues.
- Lack of response to communication from the Company.
- If criminal proceedings are initiated against the user (including officers, major shareholders, those in a position substantially controlling the corporation if the user is a corporation) or if civil proceedings are initiated that involve a decline in social evaluation.
- Any other serious reasons that make it difficult for the Company to continue the Company service usage agreement, similar to those mentioned in the preceding items.
- In the event of a user falling under any of the items of the preceding paragraph or preceding paragraph, the user shall lose all rights to request the transfer process under Article 10, paragraph 2, from the Company, and shall lose the benefit of the deadline automatically, even without a notice

from the Company, and must immediately settle all monetary obligations to the Company.

- The Company shall not be liable for any damages incurred by the user as a result of the acts performed by the Company based on this article.

(Damages)

Article 15: If the Company violates these terms due to reasons attributable to the Company, causing damage to the user, the Company shall compensate the user for the said damage (excluding lost profits). In this case, the cumulative total amount of damages shall be limited to 1,000 yen, regardless of the cause of the claim, such as breach of contract, unjust enrichment, tort, or any other.

- If the user violates these terms due to reasons attributable to the user, causing damage to the Company, the user shall compensate the Company for the said damage (including lost profits, special damages, indirect damages, and reasonable attorney's fees, but not limited to these).
- If the user receives claims from other users or third parties related to the use of Company services and disputes arise between the user and those parties, the user shall promptly notify the Company of the content of such claims or disputes, and at the user's expense and responsibility, handle and process such claims or disputes as requested by the Company, and report the progress and results to the Company.
- If, in connection with the user's use of Company services, the Company receives a claim from other users or third parties for infringement of rights or for any other reason, the user shall compensate the Company for the amount that the Company is required to pay to such third party based on such claim. However, this provision does not apply if such a claim is made due to the Company's intentional or gross negligence.

(No Warranty, Disclaimer)

Article 16: The Company does not guarantee that the use of Company services by users will meet specific purposes, and beyond the provision of Company services, the Company does not guarantee that users will achieve any specific results or benefits from using Company services.

- The Company also does not guarantee the truth, certainty, reliability, or usefulness of information about users related to Company services.

- Users shall resolve transactions, communications, disputes, etc., that arise between users and other users or third parties in connection with Company services at their own risk, and the Company shall not be liable for any such responsibility.
- The Company shall not be liable for any damages incurred by users or third parties due to the following items:
 - Damage caused by the user's actions.
 - Damage caused by the user's equipment settings, operation, compatibility, usage environment, etc.
 - Damage caused by the use of communication lines, communication companies, connection providers, etc.
 - Other damages caused by factors other than the Company.
- The Company does not guarantee the continuity of Company services and may change or terminate all or part of Company services at any time by notifying users in advance. The Company shall not be liable for any damages or disadvantages incurred by users due to changes or termination of all or part of Company services.

(Force Majeure)

Article 17: If the provision of Company services is obstructed by force majeure events such as natural disasters, enactment or revision of laws and regulations, epidemics, or other force majeure events that are not attributable to the Company, the Company shall not be liable for any damages incurred by users due to such force majeure events, regardless of any provisions of the Company service usage agreement or other agreements.

(Suspension of Services, etc.)

Article 18: In the following cases, the Company may suspend or interrupt the provision of all or part of the Company services without prior notice to the user:

- When urgent inspection or maintenance of the computer system for Company services is required.
- In case the operation of Company services becomes impossible due to malfunctions of computers, communication lines, etc., misoperation, concentration of excessive access, unauthorized access, hacking, or similar reasons.
- When the operation of Company services becomes impossible due to force majeure events such as earthquakes, lightning, fires, floods, power outages, natural disasters, etc.

- In other cases where the Company deems suspension or interruption necessary.

(Prohibition of Assignment of Rights and Obligations)

Article 19: Without the prior written consent of the Company, users may not transfer their position under this agreement to a third party, transfer all or part of the rights and obligations arising from this agreement to a third party, have them assumed or accepted, or provide them as collateral. If the Company transfers the business related to Company services to another company, the user agrees in advance to the transfer of the position under the usage agreement, rights and obligations based on this agreement, and user registration information and other customer information to the transferee of such business transfer. This provision includes not only normal business transfers but also cases where business transfers occur due to corporate splits or other reasons.

(Exclusion of Organized Crime Groups)

Article 20: The Company and the user hereby declare that they currently do not fall under the category of organized crime groups, gang members, individuals who have not passed five years since ceasing to be gang members, quasi-members of organized crime groups, companies related to organized crime groups, political racketeers, or special intelligence violent groups, and also affirm that they will not fall under any of these categories in the future. They further confirm and assure that they do not have any of the following:

- Relations recognized as being under the control of organized crime groups.
- Relations recognized as being substantially involved in the management by organized crime groups.
- Relations recognized as unduly using organized crime groups for the purpose of gaining unjust benefits for themselves, their companies, or third parties or for the purpose of causing damage to third parties.
- Relations recognized as providing funds, etc., to organized crime groups or providing convenience to them.
- Officers or individuals substantially involved in management who have relations socially condemned with organized crime groups.
- The Company and the user ensure that they, either

directly or through third parties, will not engage in any of the following acts:

- Violent demands.
- Unjust demands beyond legal liability.
- Acts of using threatening words or behavior, or violence in transactions.
- Acts of spreading rumors, using deception, or using force to damage the credibility of the other party or hinder the other party's business.
- Other acts similar to the preceding items.
- If it is discovered that the Company or the user has engaged in acts falling under the provisions of the preceding paragraph or has made false statements in connection with the declaration and assurance based on the provisions of paragraph 1 or 2, regardless of whether there are reasons attributable to oneself, the Company may terminate the Company service usage agreement without giving any notice or demand to the other party.
- The Company and the user confirm that if the Company service usage agreement is terminated based on the preceding paragraph, they will not be responsible for compensating the other party for any damages incurred.

(Separability)

Article 21: Even if any provision or part of this agreement is deemed invalid or unenforceable, such determination will not affect the other parts of this agreement, and the remaining parts of this agreement will continue to be valid and enforceable. The Company and the user agree to make efforts to ensure that the purpose of the invalidated or unenforceable provision or part can be achieved with an equivalent effect, and they will be bound by the modified agreement. It should be noted that the invalidity or unenforceability of any provision or part of this agreement in relation to one user does not affect its effectiveness in relation to other users.

(Language)

Article 22: Regarding the terms and conditions related to Company services, the terms and conditions created in Japanese shall take precedence.

(Applicable Law and Agreement Jurisdiction)

- **Article 23:** The governing law of this agreement is Japanese law, and in the event of litigation arising from this agreement, the Tokyo District Court shall be the exclusive agreement jurisdiction court for the first instance.

Notification Based on the Specified Commercial Transactions Act

- Business Operator: Bookyou Co., Ltd.
- Representative: Shigeru Umeda, Representative Director
- Address: 2-22-1 Koyohinata, Bunkyo-ku, Tokyo 112-0006, Japan
- Contact:
 - Phone: [Not specified]
 - E-mail: info@bookyou.net

Description of Services: The provision of services between users, providing opportunities.

Service Fees: (Normal service usage fee)

- Service Provider User (Cast):
 1. Until the cumulative total amount of service fees set by the cast for a specific user reaches ¥4,000 (or USD 40.00 for users outside Japan):
 - 25% of the cumulative total amount of service fees (including tax)
 2. Beyond ¥4,000 (or USD 40.00) for a specific user:
 - 5% of the cumulative total amount of service fees (including tax)

Example: If a cast provides a ¥3,000 service twice:

1. First service usage fee: $¥3,000 * 25\% = ¥750$
2. Second service usage fee: $¥1,000 * 25\% + ¥2,000 * 5\% = ¥350$
 - Service Recipient User (Booker): No charge (Additional usage fee for using the online booking function)
 - Service Provider User (Cast): In addition to the above, \$0.03 USD equivalent per minute for online booking.
 - Service Recipient User (Booker): \$0.03 USD equivalent per minute for online booking.

Other Necessary Fees: Internet connection fees, communication fees, etc., required for browsing web pages, applying for services, using services, downloading content, etc., are the customer's responsibility. Please inquire with your internet service provider or mobile phone company regarding these fees. Additionally, when withdrawing booking fees, transfer fees, remittance fees, exchange fees, and other costs incurred when sending money to customers from the company are the responsibility of the cast's customer.

Payment Period and Method:

- Service Provider User (Cast):
 - (Normal service usage fee) Deducted when the booker pays the service fee to the cast.
 - (Additional usage fee for using the online booking function) Deducted when withdrawing all or part of the booking fee.
- Service Recipient User (Booker):
 - (Additional usage fee for using the online booking function) When the booker pays the service fee to the cast, it is separately paid by credit card or PayPal.

Service Provision Period:

- Normal service usage: Available immediately upon completion of the usage procedure.
- Online booking usage: Available on the date and time specified in the booking after the establishment of the online booking.

Refund and Cancellation Special Agreement: Refunds and cancellations after the completion of the usage procedure due to customer reasons cannot be accepted.