

BookYou Service Terms of Use

These Service Terms of Use (hereinafter referred to as "these Terms") define the conditions for the use of the "BookYou" service (hereinafter referred to as "the Service") provided by BookYou Inc. (hereinafter referred to as "the Company") between the Company and all users who use the Service (meaning individuals or corporations who have completed registration for the Service pursuant to Article 5; hereinafter the same).

Users may use the Service upon agreeing to these Terms. By applying for the Service, users shall be deemed to have applied for the Service after agreeing to these Terms.

Users are requested to read these Terms carefully before using the Service.

(Application of these Terms)

Article 1 Users shall use the Service in accordance with these Terms, and unless they agree to these Terms, they may not use the Service. Any content stipulated in separate agreements, terms, memoranda, etc. (hereinafter collectively referred to as "Individual Terms") separately agreed upon between the Company and users regarding the Service shall constitute a part of these Terms between the Company and users. In the event of any contradiction or conflict between Individual Terms and these Terms, these Terms shall prevail unless the Individual Terms explicitly state the exclusion of these Terms.

(Definitions)

Article 2 In these Terms, the terms in the following items shall have the meanings specified in each item, respectively:

- (1) **"Booking"**: A general term for acts performed by one party for the benefit of the other party based on a contract concluded through message exchanges within the Service.
- (2) **"Client User"**: A user who intends to receive or actually receives a Booking from a Worker User.
- (3) **"Worker User"**: A user who intends to provide or actually provides a Booking to a Client User.
- (4) **"Booking Contract"**: A contract pertaining to a Booking.
- (5) **"Booking Fee"**: The fee paid by the Client User to the Worker User via the Company as consideration for a Booking Contract.

(Revision and Amendment of these Terms)

Article 3 The Company may, if it deems necessary, change or add to the content of these Terms with the consent of the user. However, if any of the following items applies, the user's consent to these Terms may be deemed to have been given:

- (1) When such change or addition is in the general interest of the user.
- (2) When such change or addition does not contradict the purpose for which these Terms were concluded, and is reasonable in light of its necessity, the appropriateness of its content, and other circumstances pertaining to such change or addition.

2 When the Company makes changes or additions as per the preceding paragraph, it shall notify users of such changes or additions and their effective date in advance by using the internet or other appropriate methods.

(Notifications)

Article 4 Inquiries regarding the Service, other communications or notifications from users to the Company, and notifications regarding changes to these Terms, or other communications or notifications from the Company to users, shall be made by electronic mail or other methods specified by the Company. Furthermore, such notifications shall become effective upon dispatch by the Company.

(Registration)

Article 5 A person aged 18 or older or a legally established corporation (hereinafter referred to as "Prospective Registrant") who wishes to use the Service may apply to the Company for registration to use the Service by agreeing to comply with these Terms and providing certain information specified by the Company (hereinafter referred to as "Registration Information") in the manner specified by the Company.

2. The Company shall judge the suitability of registration for Prospective Registrants (hereinafter referred to as "Applicants for Registration") who applied for registration based on the preceding paragraph, in accordance with the Company's criteria, and if the Company approves the registration, it shall notify the Applicant for Registration to that effect. The registration of the Applicant for Registration as a user shall be completed when the Company issues the notification stated in this paragraph.

3. Upon completion of the registration specified in the preceding paragraph, a Service Use Agreement (hereinafter referred to as "Service Use Agreement") in accordance with the provisions of these Terms shall be established between the user and the Company, and the user shall be able to use the Service in accordance with these Terms.

4. The Company may refuse registration and re-registration if the Applicant for Registration falls under any of the following items, and the Company shall not be obliged to disclose the reason for such refusal.

(1) If all or part of the Registration Information provided to the Company contains false statements, errors, or omissions.

(2) If the applicant is a minor.

(3) If the applicant is an adult ward, a person under curatorship, or a person under assistance, and has not obtained the consent of their legal guardian, guardian, curator, or assistant, etc.

(4) If the Applicant for Registration is a corporation, and the application was made by a person without the necessary authority to apply for registration to use the initial service.

(5) If the Applicant for Registration is a corporation, and it was not a legally established corporation.

(6) If any of the reasons in Article 14, Paragraph 1, Item 11 occurred with respect to the Applicant for Registration.

(7) If the Company reasonably determines that the Applicant for Registration is an Anti-Social Force (meaning gangster groups, members of gangster groups, right-wing organizations, anti-social forces, or other equivalent entities; hereinafter the same) or is cooperating with or involved in the maintenance, operation, or management of Anti-Social Forces through financial contributions or other means, or is involved in any other interaction with Anti-Social Forces.

(8) If the Company reasonably determines that the Applicant for Registration is a person who has violated a contract with the Company in the past or is a related party thereof.

(9) If the Applicant for Registration is not permitted to work in their country of residence or nationality (including cases where they lack necessary qualifications despite requiring them).

(10) If the applicant has received measures stipulated in Article 13 or Article 14.

(11) In addition to the above, if the Company reasonably determines that registration is inappropriate.

(Corporate Accounts)

Article 5-2 Among users, corporate users or sole proprietorship users (hereinafter referred to as "Corporate Users") may register for a corporate account related to the Service (hereinafter referred to as "Corporate Account"). The provisions of the preceding article shall apply mutatis mutandis to the registration of Corporate Accounts.

2. Corporate Users utilizing a Corporate Account may create sub-accounts belonging to their own account (hereinafter referred to as "Corporate Sub-Accounts") by methods specified by the Company, solely for the purpose of allowing their officers or employees to use them.

3. Corporate Users shall ensure that their officers or employees using Corporate Sub-Accounts comply with these Terms.

4. If a Corporate Sub-Account violates these Terms, the Company shall deem that the Corporate Account to which the Corporate Sub-Account belongs has violated these Terms.

5. The Company may take measures based on Article 10, Paragraph 4, Article 13, Paragraph 2, and Article 14, Paragraph 1, and other measures based on these Terms, not only against Corporate Users and Corporate Accounts but also against Corporate Sub-Accounts. If the Company takes measures to temporarily suspend the use of a Corporate Sub-Account among such measures, the Corporate User cannot delete or otherwise manage the Corporate Sub-Account, and shall be obligated to pay the fees stipulated in Article 10-2, assuming that the Corporate Sub-Account exists validly.

6. Corporate Sub-Accounts shall not have the right to make requests, including requests based on Article 10, Paragraph 2, against the Company, and such rights shall be held only by the Corporate User and Corporate Account to which the Corporate Sub-Account belongs.

(Changes to Registration Information)

Article 6 If there is any change to the Registration Information, the user shall promptly notify the Company of such change in the manner specified by the Company.

(Withdrawal)

Article 7 Users may withdraw from the Service and have their user registration canceled by completing the procedures specified by the Company.

2. Upon withdrawal, if there are any debts owed to the Company, the user shall automatically lose the benefit of time for all debts owed to the Company and shall immediately make full payment of all debts to the Company.

(Management of Password and User ID)

Article 8 Users shall manage and store their passwords and User IDs related to the Service appropriately under their own responsibility, and shall not allow third parties (excluding officers and employees of the user in the case of a corporate user) to use them, or lend, transfer, change the name of, or sell them, etc.

2. Users shall be responsible for damages caused by insufficient management of passwords or User IDs, errors in use, use by third parties, etc.

(Rights Ownership)

Article 9 All intellectual property rights related to the Service belong to the Company or its licensors, and the license to use the Service based on these Terms does not imply a license to use the intellectual property rights of the Company or its licensors related to the Service.

2. Users represent and warrant to the Company that they have the lawful right to post or otherwise transmit data (hereinafter referred to as "Posted Data") to the Company or third parties via the Service, and that the Posted Data does not infringe upon the rights of third parties.

3. Users grant the Company a worldwide, non-exclusive, royalty-free, sublicenseable, and transferable license to use, reproduce, distribute, create derivative works of, display, and perform the Posted Data to the extent necessary for the Company to provide the Service.

4. Users shall not exercise moral rights of authorship against the Company or those who have succeeded to or been licensed rights from the Company.

(Fees, etc.)

Article 10 Worker Users grant the Company all necessary authority to collect Booking Fees from Client Users on behalf of Worker Users by methods specified by the Company, or to refund collected Booking Fees to Client Users. Payment of Booking Fees by Client Users to Worker Users shall be completed when the Company receives payment of Booking Fees from Client Users on behalf of Worker Users.

2. For Booking Fees, the Company shall transfer the funds by bank transfer to a bank account separately designated by the user and pre-approved by the Company, within 5 business days from the day after the Company receives a remittance processing request from the user by the method specified by the Company. Remittance fees, bank transfer fees, exchange fees, and any other costs required for the user to receive the remitted Booking Fees from the Company shall all be borne by the user who made the remittance processing request.

3. The request in the preceding paragraph must be made within 6 months from the day on which the Booking Fee became eligible for remittance. If this period is exceeded, the user shall be deemed to have waived the right to

make the request in the preceding paragraph and shall lose all rights related to the request in the preceding paragraph.

4. Notwithstanding the provisions of Paragraph 2, the Company may withhold the remittance of Booking Fees if any of the following items applies. Even if 6 months have passed from the day the Booking Fee became eligible for request due to such withholding, the provisions of the preceding paragraph shall still apply effectively.

- (1) If the Company reasonably determines that the Booking pertaining to the Booking Fee violates or may violate these Terms or laws and regulations.
- (2) If the Company's approval procedure for the bank account designated by the user has not been completed.
- (3) If the remittance procedure was not completed for any reason not attributable to the Company.
- (4) If the Company reasonably determines that the user may fall under any of the items of Article 5, Paragraph 4.
- (5) If the Company reasonably determines that the remittance of Booking Fees may facilitate any crime or illegal activity.
- (6) In addition to the above items, if the Company reasonably determines that it is necessary to withhold the remittance of Booking Fees.

5. If Client Users and Worker Users agree to refund the Booking Fee related to the Booking between them, or if the Company reasonably determines that it is appropriate to refund the Booking Fee after taking the measures in the preceding paragraph, the Company shall refund the Booking Fee to the Client User. The provisions of the latter part of Paragraph 2 shall apply mutatis mutandis to refunds based on the main text of this paragraph.

6. The Service targets users who hold a bank account in Japan or users who hold a bank account in the United States or are registered with "PayPal" service provided by PayPal Pte. Ltd. (hereinafter, in this article, such users are referred to as "Eligible Users," and other users are referred to as "Ineligible Users"). Users agree that the Company cannot process Booking Fee remittances to Ineligible Users, and if they are Ineligible Users, they cannot receive Booking Fee remittances.

7. If a Client User conducts or receives a Booking involving internet communication between remote locations (hereinafter referred to as "Online Booking"), the Client User shall bear an amount equivalent to 0.03 USD per minute of Online Booking time as a fee for Online Booking. Even if the Booking Fee is refunded from the Worker User to the Client User for any reason, this fee shall not be refunded.

(Special Provisions for Corporate User Fees)

Article 10-2 Corporate Users shall pay the Company corporate user fees (hereinafter referred to as "Corporate Fees") separately specified by the Company, according to the pricing plan separately specified by the Company, in addition to the Booking Fees, etc., specified in the preceding article, by the method separately specified by the Company.

2. If Corporate Fees are set as fees for the provision of the Service for a certain period, Corporate Users shall pay the full amount of Corporate Fees for that period without daily pro-rata calculation, even if the start or end date of the Service falls within that period.

3. In the case of the preceding paragraph, if the Corporate User does not complete the procedure for changing or stopping the pricing plan by the deadline specified by the Company, the contract based on that pricing plan shall be automatically renewed with the same content, and the Corporate User agrees to this.

4. If the Company cannot confirm the completion of settlement for Corporate Fees by the payment method separately specified by the Company, the provisions of the preceding paragraph shall not apply. In such cases, the Company may suspend the Corporate User's use of the Service at any time and shall not be liable for any damages incurred by the Corporate User as a result.

5. If a Corporate User delays payment of Corporate Fees, the Corporate User shall pay the Company delay damages at an annual rate of 14.6%.

(Provision of Materials, etc.)

Article 11 If the Company requests the disclosure, lending, etc., of materials, etc., that the Company deems necessary for the provision of the Service, in accordance with the conditions stipulated in these Terms, the user shall provide such materials, etc., free of charge.

(Handling of Confidential Information)

Article 12 Users shall not disclose to any third party any information concerning the Company, whether technical, business, or otherwise related to operations (hereinafter referred to as "Confidential Information"), which they have received or become aware of from the Company for the purpose of using or providing the Service. However, this shall not apply to information falling under any of the following items:

- (1) Information already possessed without obligation of confidentiality.
- (2) Information legitimately obtained from a third party without obligation of confidentiality.
- (3) Information independently developed without reliance on Confidential Information.
- (4) Information that became public knowledge without violating these Terms, regardless of whether before or after receipt.
- (5) In the case where the user is a corporation, notwithstanding the provisions of the preceding paragraph, the user may disclose Confidential Information to its officers or employees only to the minimum extent necessary to achieve the purpose of using or providing the Service, on the condition that such officers, etc., shall bear obligations equivalent to or greater than those of this Article even after their retirement or resignation.
- (6) Users shall use Confidential Information only within the scope of the purpose of using or providing the Service, and if reproduction or modification beyond the scope of the purpose of this Agreement is necessary, they must obtain written consent from the Company in advance.
- (7) Users may disclose Confidential Information to attorneys, accountants, tax accountants, or other persons bound by legal confidentiality obligations, to the minimum necessary extent at their own responsibility, but must impose obligations equivalent to the confidentiality obligations borne by themselves under these Terms.
- (8) Upon termination of the Service, termination of the Service Use Agreement, or any other reason resulting in the termination of the Service Use Agreement, users shall promptly return or dispose of Confidential Information in accordance with the Company's instructions. When disposing of Confidential Information, methods that prevent its reuse shall be employed.

(Prohibited Acts)

Article 13 In using the Service, users shall not engage in any of the following acts or acts that the Company reasonably determines to fall under any of the following items:

- (1) Acts that violate laws and regulations or acts related to criminal activities.
- (2) Fraudulent or threatening acts against the Company, other users, or other third parties.
- (3) Acts contrary to public order and morals.
- (4) 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.
- (5) Transmitting information to the Company or other users through the Service that falls under, or is reasonably determined by the Company to fall under, the following:
 - a. Information containing excessively violent or cruel expressions.
 - b. Information containing computer viruses or other harmful computer programs.
 - c. Information containing expressions that defame the Company, other users of the Service, or other third parties.
 - d. Information containing excessively obscene expressions.
 - e. Information containing expressions that promote discrimination.
 - f. Information containing expressions that promote suicide or self-harm.
 - g. Information containing expressions that promote inappropriate use of drugs.
 - h. Information containing anti-social expressions.
 - i. Information seeking dissemination to third parties, such as chain mail.
 - j. Information containing expressions that cause discomfort to others.
- (6) Acts that place an excessive load on the Service's network or systems, etc.
- (7) Reverse engineering or other analysis of software or other systems provided by the Company.
- (8) Acts that may interfere with the operation of the Service.
- (9) Unauthorized access to the Company's network or systems, etc.
- (10) Impersonation of a third party.
- (11) Using another user's ID or password.
- (12) Collection of other user's information.
- (13) Acts that cause disadvantage, damage, or discomfort to the Company, other users, or other third parties.

- (14) Providing benefits to Anti-Social Forces.
- (15) Acts aimed at meeting people of the opposite sex whom one has not met before.
- (16) Acts that directly or indirectly cause or facilitate any of the preceding items.
- (17) Attempting any of the preceding items.
- (18) Other acts that the Company reasonably deems inappropriate.

2 If the Company determines that a user's act related to the use of the Service falls under or may fall under any of the items of the preceding paragraph, the Company may take measures such as stopping such act without prior notice to the user. The Company shall not be liable for any damages incurred by the user as a result of measures taken by the Company based on this paragraph.

(Termination, etc.)

Article 14 The Company may, without any notice or demand, immediately temporarily suspend the use of the Service or terminate all or part of the Service Use Agreement, if any of the following events occurs to the user:

- (1) Failure to pay usage fees, etc., related to the Service.
- (2) Violation of any other provision of these Terms in addition to the preceding item.
- (3) Occurrence of gross negligence or an act of bad faith.
- (4) Discovery of false facts in information provided to the Company or requested by the Company when using the Service.
- (5) Use or attempted use of the Service for a purpose or in a manner that may cause damage to the Company, other users, or other third parties.
- (6) Interference with the operation of the Service by any means.
- (7) Suspension of payment, or filing of a petition for provisional seizure, seizure, auction, commencement of bankruptcy proceedings, commencement of civil rehabilitation proceedings, commencement of corporate reorganization proceedings, or commencement of special liquidation.
- (8) Receiving a transaction suspension disposition from a clearing house.
- (9) Receiving a delinquency disposition for public taxes and duties.
- (10) No response to contact from the Company.
- (11) If a criminal lawsuit has been filed against the user (including officers, major shareholders, persons in a position of substantial control over the corporation, and others equivalent thereto, in the case of a corporate user), or if a civil lawsuit causing a decline in social reputation has been filed.
- (12) Other serious reasons equivalent to the preceding items that make it difficult to continue the Service Use Agreement.

2 If the user falls under any of the items of Article 13, Paragraph 1, or any of the items of the preceding paragraph, the user shall automatically lose the benefit of time for all monetary debts owed to the Company, without any demand from the Company, and shall immediately make payment.

3 The Company shall not be liable for any damages incurred by the user as a result of actions taken by the Company based on this Article

4 If the Company terminates the Service Use Agreement based on Paragraph 1, the user whose agreement was terminated shall lose the right to make a remittance processing request under Article 10, Paragraph 2, to the Company.

(Damages)

Article 15 If the Company violates these Terms due to reasons attributable to itself and thereby causes damage to the user, the Company shall compensate the user for such 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 claim, including breach of contract, unjust enrichment, or tort. However, this shall not apply if the Company causes damage to the user due to its willful misconduct or gross negligence.

2. If the user violates these Terms due to reasons attributable to themselves and causes damage to the Company in relation thereto, the user shall compensate the Company for such damage (including, but not limited to, lost profits, special damages, indirect damages, and reasonable attorney's fees).

3. If a user receives a claim from or is involved in a dispute with another user or other third party in relation to the Service, the user shall immediately notify the Company of the details thereof, handle such claim or dispute at the

user's own expense and responsibility, and report the progress and results to the Company upon request.

4. If the Company receives any claim from another user or other third party due to infringement of rights or other reasons in relation to the user's use of the Service, the user shall compensate the Company for the amount that the Company was compelled to pay to such third party based on such claim. However, this shall not apply if such claim was made due to the Company's willful misconduct or gross negligence.

(No Warranty, Disclaimer)

Article 16 The Company does not guarantee that the Service will meet the user's specific purposes, that the user will obtain specific effects or benefits through the Service, or that the user will achieve any purpose or obtain any benefit beyond being able to receive the Service.

2. The Company does not guarantee the truthfulness, certainty, reliability, usefulness, etc., of information concerning users who use the Service.

3. Transactions, communications, disputes, etc., that arise between a user and another user or a third party in relation to the Service shall be resolved by the user's own responsibility, and the Company shall bear no responsibility whatsoever.

4. The Company shall not be liable for any damages incurred by users or third parties due to the following items:

(1) Damages caused by the user's actions.

(2) Damages caused by the settings, operation, compatibility, usage environment, etc., of the user's equipment.

(3) Damages caused by communication companies, connection providers, etc., when using communication lines.

(4) Other damages caused by parties other than the Company.

3 The Company does not guarantee the continuation of the Service and may change or terminate all or part of the Service at any time by notifying users in advance. The Company shall not be liable for any damages or disadvantages incurred by users due to the change or termination of all or part of the Service.

(Force Majeure)

Article 17 The Company shall not bear any responsibility for damages incurred by users due to force majeure not attributable to the Company, such as natural disasters, enactment/repeal of laws and regulations, epidemics/infectious diseases, etc., which prevent the provision of the Service, notwithstanding any provisions of the Service Use Agreement or any other provisions.

(Suspension of Service, etc.)

Article 18 The Company may suspend or interrupt the provision of all or part of the Service without prior notice to the user in any of the following cases:

1. When performing urgent inspection or maintenance work on the computer system related to the Service.
2. When the Service cannot be operated due to failures in computers, communication lines, etc., erroneous operations, excessive concentration of access, unauthorized access, hacking, etc.
3. When the Service cannot be operated due to force majeure such as earthquakes, lightning strikes, fires, wind and flood damage, power outages, natural disasters, etc.
4. In other cases where the Company deems suspension or interruption necessary.

(Prohibition of Assignment of Rights and Obligations, etc.)

Article 19 Users shall not assign their status under this Agreement to a third party, or assign, assume, or pledge all or part of the rights and obligations arising from this Agreement to a third party, without the prior written consent of the Company. If the Company transfers the business related to the Service to another company, the Company may assign the status under the Service Use Agreement, the rights and obligations under these Terms, and the user's registration information and other customer information to the transferee of such business transfer, and the

user hereby agrees to such assignment in advance. The business transfer stipulated in this paragraph includes not only ordinary business transfers but also company splits and any other cases where business is transferred.

(Exclusion of Anti-Social Forces)

Article 20 Both the Company and the user represent that they are not currently, and will not be in the future, a gangster group, a member of a gangster group, a person who has ceased to be a member of a gangster group for less than five years, a quasi-member of a gangster group, a gangster-related company, a general meeting house, a social activist masquerading as a gangster, or a special intellectual violence group, or other equivalent person (hereinafter collectively referred to as "Gangster Group Member, etc."), and affirm that they do not fall under any of the following items:

- (1) Having a relationship where it is recognized that a Gangster Group Member, etc., controls management.
 - (2) Having a relationship where it is recognized that a Gangster Group Member, etc., is substantially involved in management.
 - (3) Having a relationship where it is recognized that a Gangster Group Member, etc., is unfairly utilized for the purpose of seeking wrongful gain for oneself, one's company, or a third party, or for the purpose of causing damage to a third party.
 - (4) Having a relationship where it is recognized that funds or other conveniences are provided to a Gangster Group Member, etc.
 - (5) Having an officer or a person substantially involved in management who has a socially reprehensible relationship with a Gangster Group Member, etc.
- 2 Both the Company and the user affirm that they will not, by themselves or through the use of a third party, engage in any of the following acts:
 - (1) Violent demand acts.
 - (2) Unjust demands exceeding legal responsibility.
 - (3) Threatening behavior or the use of violence in connection with transactions.
 - (4) Disseminating rumors, using fraudulent means, or using force to damage the other party's credibility or obstruct the other party's business.
 - (5) Other acts equivalent to the preceding items.
- 3 If it is discovered that the Company or the user falls under any of the items of Paragraph 1 as a Gangster Group Member, etc., or engages in any of the acts in the preceding paragraph, or has made a false declaration regarding the representation/affirmation based on the provisions of Paragraph 1, the Service Use Agreement may be terminated immediately without any demand to the other party, regardless of whether the reason is attributable to oneself.
- 4 Both the Company and the user confirm and acknowledge that if the Service Use Agreement is terminated based on the preceding paragraph, they shall not be liable for any damages incurred by the other party.

(Severability)

Article 21 Even if any provision of these Terms or a part thereof is determined to be invalid or unenforceable, such determination shall not affect other parts, and the remaining parts of these Terms shall remain valid and enforceable. The Company and the user shall endeavor to ensure an equivalent effect in accordance with the intent of such invalid or unenforceable provision or part, and agree to be bound by the revised Terms. Furthermore, even if any provision of these Terms or a part thereof is determined to be invalid or unenforceable in relation to a certain user, it shall not affect its validity, etc., in relation to other users.

(Language)

Article 22 For the terms and conditions related to the Service, the terms created in Japanese shall take precedence.

(Governing Law and Agreed Jurisdiction)

Article 23 The governing law for these Terms shall be the law of Japan, and in the event of a lawsuit arising in connection with these Terms, the Tokyo District Court shall be the exclusive court of first instance with agreed jurisdiction.

BookYou Service Terms of Use (Employment)

These terms (hereinafter referred to as "these Employment Terms") define the conditions for the use of the Service regarding cases where a Booking Contract constitutes an employment contract (including types of Booking Contracts that the Company deems to be employment contracts; hereinafter the same), between the Company and all users of the Service (meaning individuals or corporations who have completed registration for the Service pursuant to Article 5 of the BookYou Service Terms of Use (hereinafter referred to as "our General Terms"))).

Users may use the Service upon agreeing to these Employment Terms. By applying for the Service, users shall be deemed to have applied for the Service after agreeing to these Employment Terms.

Users are requested to read these Employment Terms carefully before using the Service.

(Application of these Employment Terms)

Article 1 These Employment Terms shall constitute a part of our General Terms between the Company and users as Individual Terms of our General Terms, and matters not stipulated in these Employment Terms shall be governed by the provisions of our General Terms. Users shall use the Service in accordance with these Employment Terms, and unless they agree to these Employment Terms, they may not use the Service.

(Definitions)

Article 2 The terms used in these Employment Terms shall have the meanings stipulated in our General Terms, and in addition, the terms in the following items not defined in our General Terms shall have the meanings specified in each item in these Employment Terms:

- (1) **"Employment Booking Contract"**: A Booking Contract that constitutes an employment contract.
- (2) **"Employment Booking Fee"**: Among Booking Fees, the fee paid by the Client User to the Worker User via the Company as consideration for an Employment Booking Contract (referring to the wage determined by the fulfillment of the Employment Booking Contract, including transportation expenses; hereinafter the same).

(Conclusion of Employment Booking Contracts)

Article 3 A user who will be a Worker User in an Employment Booking Contract (hereinafter referred to as "Job-seeking User") may apply for the conclusion of an employment contract to a user who will be a Client User in an Employment Booking Contract (hereinafter referred to as "Job-offering User") within the Service, in accordance with the procedures specified by the Company.

2 When making the application in the preceding paragraph, the Job-seeking User agrees that their name, address, contact information, facial photograph, qualification information (including information regarding their status of residence), past booking history, evaluations made by other users for such bookings, and other information related to the Job-seeking User will be transmitted to the Job-offering User until the Job-seeking User withdraws from the Service.

3 When making the application in Paragraph 1, the Job-seeking User must confirm that they possess the necessary abilities and qualifications (including within the scope of their status of residence) to provide labor in the said application and that they meet the recruitment conditions pertaining to the said application, before making the application in Paragraph 1.

4 The Job-seeking User and the Job-offering User agree that even if an Employment Booking Contract is concluded between the Job-seeking User and the Job-offering User based on the application in Paragraph 1, the Employment Booking Contract shall be deemed not to have been concluded from the beginning if the Company reasonably determines that the Job-seeking User violated Paragraph 2, if the Job-seeking User completed the procedures specified by the Company or received measures such as suspension of Service use, or if the Job-offering User completed the procedures specified by the Company or received measures such as suspension of Service use.

5 The Job-seeking User agrees to use the functions provided by the Company within the Service regarding Employment Booking Contracts, such as the confirmation function for the start and end of work related to the Employment Booking Contract, in accordance with the procedures specified by the Company.

6 The Job-seeking User desires and agrees that the clear indication of labor conditions at the time of recruitment on the Service, the clear indication of labor conditions at the time of concluding the employment contract, and the clear indication of contents related to additional changes to such labor conditions will be performed by electronic means such as email transmission or PDF file sharing via the Service.

7 In addition to the preceding paragraph, the Job-seeking User desires and agrees that the clear indication of matters handled when using the Service will be performed by electronic means via the Service.

(Payment of Wages)

Article 4 Employment Booking Fees shall be calculated at the end of each month and paid by the Company on the 15th of the following month (or the earliest business day thereafter if the 15th is a financial institution holiday) by bank transfer to the bank account specified by the Job-seeking User in the Job-seeking User's name, having received a commission for advance payment from the Job-offering User. However, if the Job-offering User requests payment of the Employment Booking Fee before such payment date, or due to the Company's system circumstances, the Employment Booking Fee may be paid before such payment date. The transfer fees related to the payment shall be borne by the payer.

2. In the Service, the Job-offering User's obligation to pay wages to the Job-seeking User shall not extinguish until the Company completes the payment of the Employment Booking Fee to the Job-seeking User. The Job-seeking User agrees that the Company will pay the Employment Booking Fee based on the provisions of the preceding paragraph after concurrently assuming the Job-offering User's wage obligation.

3. The Job-seeking User must register the bank account in Paragraph 1 in advance, in accordance with the procedures specified by the Company. The Company may suspend the Job-seeking User's use of the Service until the Job-seeking User completes such registration, and shall not be liable for any trouble, damage, or disadvantage incurred by the Job-seeking User due to the Job-seeking User's failure to complete such registration (including cases where bank transfers cannot be made for reasons not attributable to the Company, such as an incorrect bank account being specified), unless such reasons are attributable to the Company.

4. The Job-seeking User agrees that if the Job-seeking User fails to complete the registration of the bank account in Paragraph 1 or if any other grounds for legal deposit under the Civil Code apply, the Company may deposit the Employment Booking Fee with the Tokyo Legal Affairs Bureau.

5. The Job-seeking User agrees that matters to be stated in the payment statement and withholding tax slip, etc., related to the Employment Booking Fee in Paragraph 1 will be displayed and provided on the Service.

6. The Job-seeking User agrees that if premium wages or wages based on information different from that transmitted to the Service occur, or if they wish to receive the matters in the preceding paragraph in writing instead of by electronic means, or if other tax or labor-related procedures not supported by the Service are required, such procedures not supported by the Service will be carried out by the Job-offering User in accordance with the procedures specified by the Company.

7. When the Company makes payment of the Employment Booking Fee based on Paragraph 1, the Company cannot make individual judgments such as whether transportation expenses are subject to taxation in the calculation of income tax for withholding tax purposes. Therefore, the Company will treat the full amount as non-taxable when calculating the income tax amount for withholding tax purposes. The Job-seeking User agrees that if an error occurs in the calculation of income tax due to the Company's handling, they shall resolve the issue through discussions with the Job-offering User, and the Company shall not be held responsible.

8. If the Job-seeking User receives an amount exceeding the amount they should receive from the Company's remittance due to reasons such as erroneous transfer, the Job-seeking User shall immediately notify the Company to that effect and return the excess amount to the Company in accordance with the Company's instructions.

9. When using the Service, the Job-offering User shall pay the Company a service usage fee, which is an amount corresponding to the percentage specified by the Company in relation to the Employment Booking Fee, in addition to the amount equivalent to the transfer fees mentioned in the latter part of Paragraph 1, in advance, according to the procedures specified by the Company.

10. The provisions of Article 10 of our General Terms shall not apply to Employment Booking Contracts, and the provisions of this Article shall apply preferentially.

(Social Insurance)

Article 5 The Company cannot make individual judgments regarding whether users are subject to social insurance enrollment when using the Service. The Job-seeking User and the Job-offering User shall decide on the handling of the Job-seeking User's social insurance enrollment obligation, etc., through discussions, and agree that the Company shall not be held responsible.

(Parties to Employment Booking Contracts, etc.)

Article 6 The parties to an employment contract concluded through an introduction based on the Service are the Job-seeking User and the Job-offering User. The Job-seeking User and the Job-offering User shall carry out the procedures for concluding the employment contract under their own responsibility. The Company shall bear no responsibility as an employer towards the Job-seeking User.