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Terms of Service

COMETA Terms of Service – Latest Version

COMETA Terms of Service

Article 1 (Purpose of these Terms)

The COMETA Terms of Service (hereinafter referred to as "these Terms") set forth the terms and conditions, etc. for the use of the "COMETA" service provided by primeNumber Inc.

Article 2 (Definitions)

1. "The Company" means primeNumber Inc.
2. "The User" means the individual or legal entity that has entered into an agreement with the Company to use the Service under the provisions of Article 3 (Execution of the Service User Agreement).
3. "The Company Website" means the website operated by the Company at the "https://trocco.io/" domain (including any changes made to the domain or content of the Company's website).
4. "The Service" means the copyrighted data management support service "COMETA" provided by the Company.
5. "The Service User Agreement" means the agreement to use the Service entered into by and between the Company and the User, subject to the User's agreement to these Terms.
6. "The Privacy Policy" means the Privacy Policy established by the Company (including any revisions made to the content of the Privacy Policy).
7. "The Cookie Policy" means the Cookie Policy established by the Company (including any revisions made to the content of the Cookie Policy).
8. "Intellectual Property Rights" means copyrights, patent rights, utility model rights, design rights, trademark rights, and other intellectual property rights (including the right to acquire such rights or apply for registration or the like for such rights).

Article 3 (Execution of the Service User Agreement)

1. The party wishing to use the Service (hereinafter referred to as "the Prospective User") may apply to the Company to enter into the Service User Agreement by agreeing to comply with these Terms, the Privacy Policy, the Cookie Policy, and any other conditions stipulated by the Company (hereinafter, "these Terms,etc."), and providing the Company with certain information specified by the Company (hereinafter referred to as "User Information") through making an entry in the contract application form or the Service user interface, or by any other method specified by the Company (hereinafter, "Application Form, etc.").

2. The Company may determine whether or not to enter into the Service User Agreement with the Prospective User who has applied for entering into the Service User Agreement under the provisions of paragraph 1 (hereinafter referred to as "the Applicant"), considering the criteria established by the Company and other various circumstances. The Company shall not be obligated to disclose the reason for rejecting the application.

3. If the Company accepts the execution of the Service User Agreement with the Applicant, then it shall notify the Applicant of the acceptance of their application for entering into the Service User Agreement in the manner specified by the Company.

4. The Service User Agreement shall be established based on the content described in the Application Form, etc. and these Terms, etc., at the point in time when the Company sends the notice of acceptance to the Applicant under the provisions of paragraph 3.

Article 4 (Grant of License to Use)

1. The Company shall grant the User the right to use the Service so long as the User complies with these Terms, etc. The content and terms of use, etc., of the Service for which the Company grants the User the license to use, shall be as described in the Application Form, etc.

2. The rights granted under paragraph 1 shall be non-transferable, non-sublicensable, and non-exclusive.

3. The Company does not grant the User any license to lend, duplicate, adapt, or publicly transmit the Service, nor to use the Service in any form other than those stipulated in paragraph 1.

Article 5 (Payment of Consideration, etc.)

1. The User shall be obligated to pay the monthly fees and expenses for the initial month of use, as stipulated in the Service User Agreement (hereinafter referred to as "Monthly Fees, etc.") to the Company. These fees constitute consideration for the license granted to the User under Article 4, as well as expenses required for the User to use the Service.
2. The User shall remit payment for the Monthly Fees, etc. on the payment date specified in the Service User Agreement, using bank transfer, direct debit, credit card, or any other payment method designated by the Company. Any expenses required for payment of Monthly Fees, etc. shall be borne by the User.
3. The Company shall not be under any obligation to refund Monthly Fees, etc. paid by the User, as described in the preceding 2 paragraphs, under any circumstances.

Article 6 (Provision of the Service)

1. The Service is a service to process, transfer, store on the cloud services of the Company and used by the Company and analyze, and provide the results of analysis of, data held or managed by the User through services provided by the User or third parties (limited to services that the Company has confirmed are compatible with the Service and for which provision of the Service is actually possible).
2. By using the Service, the User shall agree to these Terms, etc., and utilize the Service in accordance with the procedures and conditions specified by the Company.
3. The User is prohibited from lending or allowing third parties to use the Service.
4. If the User permits its contractors to utilize the Service, the User shall bear all obligations stipulated in these Terms with respect to the actions of such contractors. The User must ensure that such contractors fully comply with the provisions outlined in these Terms.
5. The Company reserves the right to request the User to submit relative materials and other reports relating to the provision of the Service.

Article 7 (Prohibited Acts and Suspension of Use)

1. The User and its contractors (hereinafter referred to as "the User, etc."), acknowledges that it assumes all risks and responsibilities associated with the files sent or received through the Service. The User, etc. must

independently assess the reliability, accuracy, completeness, and usefulness of the content, as well as the existence of any viruses, etc., and must not engage in any of the following acts while using the Service:

(1) Reproduce, modify, or reverse engineer the Service, whether in whole or in part. This includes actions such as decompiling and disassembling, (this mainly refers to "analyzing the content and converting it into a form readable by a third party", but is not limited to, and includes similar acts);

(2) Send harmful programs such as computer viruses to the Service;

(3) Disrupt the use or operation of the Service, including third-party equipment, facilities, systems, etc. used in connection with the Service;

(4) Disrupt the smooth operation and provision of the Service;

(5) License, sell, lend, transfer, disclose, or lease the Service, in whole or in part, including information about the contents of the Service, to any third party;

(6) Access the Service for any purpose other than legitimate use of the Service, or access the Service in any manner other than that specified by the Company;

(7) Delete or alter the Company's copyright notices and other rights notices attached to the Service;

(8) Infringe upon the Intellectual Property Rights of the Company, the Company's partners, users of the Service other than the User, etc., or third parties;

(9) Damage the property, credibility, honor, etc., or infringe on privacy rights, portrait rights and other rights, of the Company, the Company's partners, users of the Service other than the User, etc., or third parties;

(10) Use the Company's trademarks, company name, logo marks, etc. without obtaining prior written consent from the Company;

(11) Obscure Internet access points;

(12) Assign, or provide security for the User's status under the Service User Agreement to a third party without obtaining prior written consent from the Company; or

(13) Engage in any other acts that the Company deems inappropriate in the use of the Service.

2. If the Company determines that the User, etc. has engaged in any of the acts listed in the items of the preceding paragraph, the Company may notify the User, demand rectification of the situation by the User, and suspend the User's access to the Service if the User fails to rectify the situation within a reasonable period of time.

3. If the User (including its contractors) continues to use the Service despite

receiving a suspension request from using the Service under the provisions of paragraph 2, the User shall pay the Company the amount equivalent to the previous month's usage fee prorated on a daily basis, covering the period from the date on which the suspension request is acknowledged as received by the User until the date on which the User actually ceases using the Service, as compensation for damages.

Article 8 (Issuance of ID and Password)

The Company shall issue the User with an ID and password required to use the Service (hereinafter referred to as "ID, etc."), in accordance with the Company's prescribed procedures.

Article 9 (ID and Password Management)

1. The User shall diligently manage the ID, etc. issued by the Company on its own responsibility to prevent theft and other misuse. The User must not lend or transfer its ID, etc. to any third party or pledge it as collateral for itself or a third party.
2. Any actions performed using the User's ID, etc. shall be deemed as actions taken by the User, irrespective of whether or not the User performed such actions. The Company assumes no liability for damages or disadvantages incurred by the User or third parties as a result of such actions.
3. The User shall immediately notify the Company and follow any instructions from the Company in the event of the User becoming aware that a third party knows its ID, etc., or suspects that a third party is using its ID, etc.
4. The User shall compensate any damages incurred by the Company, the Company's business partners (meaning companies that the Company partners with to provide the Service; the same applies hereinafter), and any other third parties due to the unauthorized use of the User's ID, etc. by a third party.

Article 10 (Use of Data)

1. The data presented or provided by the Company, including but not limited to information such as text, designs, photos, and videos provided through the Service, the Company Website, or any other websites operated or managed by the Company, constitutes confidential and proprietary

information of the Company. The User shall handle such data as Confidential Information stipulated in the provisions of Article 22.

2. The User must not use the data described in the preceding paragraph to plan, develop or operate a system that is identical to, substantially similar to, or in competition with, the Service.

3. The User shall consent to the Company conducting various analysis, research, investigations, etc., on the data, etc., used by the User in the Service, including, but not limited to, processing, transfer and storage in the Service, for the primary purpose of improving the Service.

Article 11 (Acquisition and Disclosure of Usage History)

1. The Company may collect and retain the User's usage history, including dates and times when the User used the Service (such as logging in and logging out, etc., as well as processing, transfer and storage in the Service), the domains used during login, and usage methods, for the purpose of auditing and verifying whether the User is using the Service pursuant to these Terms, etc., or to determine whether a third party is using the User's ID, etc. without authorization or otherwise have gained unauthorized access to the Service. The User shall consent to this data collection and retention.

2. The User may view the usage history collected and retained by the Company in the manner prescribed by the Company during the term of the Service User Agreement. However, the previous shall not apply if emergency maintenance of the Company's system, system failure, or other circumstances make it difficult to view the usage history, or if the Company has deleted the usage history due to the expiration of the retention period prescribed by the Company, as a reasonable measure for system and data management by the Company, or for any other reason deemed necessary by the Company.

Article 12 (Non-Acquisition of Other Rights)

The Company shall grant the User solely the right to use the Service. The Service User Agreement and these Terms, etc., shall not be construed as granting or transferring Intellectual Property Rights, ownership, or any other rights in the Service, and any derivatives thereof to the User.

Article 13 (Disclaimer)

1. The Company assumes no liability to the User for any direct or indirect loss or damages (including infringement upon third-party rights; the same applies hereinafter in this Article), incurred by the User arising from or in connection with use of the Service.

2. The Company assumes no liability to the User for loss or damages, whether direct or indirect, incurred by the User arising from the unavailability of the Service (hereinafter referred to as "Service Unavailability"), due to any reason such as natural disasters, emergency maintenance of the Company's systems, system failure, or any other circumstances that render use of the Service difficult, or termination of the Service User Agreement.

3. During the term of the Service User Agreement, the User shall be obligated to pay Monthly Fees, etc. at the designated time. The Company shall not be obligated to refund any Monthly Fees, etc. received from the User, even in cases of Service Unavailability.

4. The Company makes no guarantee to the User that the Service is compatible with the hardware and other operating environments used by the User, nor does the Company guarantee that the compatibility with such operating environments can be maintained during the term of the Service User Agreement.

Article 14 (Termination of the Service User Agreement)

1. The Company may terminate the Service User Agreement in whole or in part, without prior notice or demands to the User, if any of the following circumstances has come to apply to the User:

   (1) The User has received a business suspension order, or has had its business license or business registration revoked by a supervisory authority;

   (2) The User's assets are the subject of a petition for provisional seizure, provisional disposition, seizure, compulsory execution, auction for the exercise of a security interest, etc., or if the User has received a disposition of delinquency;

   (3) The User is the subject of, or has filed a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate rehabilitation proceedings, special liquidation proceedings, or any other similar insolvency proceedings;

   (4) The User's bills or checks have been dishonored, or it has received a suspension of banking transactions;

(5) The User has demonstrated an inability or unwillingness to pay its debts or has become insolvent;

(6) The User has passed a resolution to dissolve (including dissolution by law);

(7) The User is otherwise no longer in business;

(8) Any of the User's officers or employees is found to belong to an Anti-Social Force;

(9) The User has been suspended from using the Service under the provisions of paragraph 2 of Article 7;

(10) The User has used the System beyond the intended purpose or scope of use;

(11) The User's representations and warranties under Article 20 (Representations and Warranties) and Article 21 (Exclusion of Anti-Social Forces) are found to be false, or the User is found to have violated its pledge under paragraph 2 of Article 21 (Exclusion of Anti-Social Forces); or

(12) The User has otherwise violated these Terms, etc.

2. If the Company terminates the Service User Agreement under the provisions of the preceding paragraph, the Company may seek compensation from the User for damages incurred as a result of the termination.

3. The User shall cease use of the Service immediately if the Service User Agreement is terminated for any reason, such as termination under the provisions of this Article or cancellation.

4. If the User (including its contractors) continues to use the Service after the Service User Agreement is terminated, the User shall pay the Company the amount equivalent to the previous month's usage fee prorated on a daily basis, covering the period from the date of termination of the Service User Agreement, until the date on which the User actually ceases using the Service, as compensation for damages.

Article 15 (Compensation for Damages)

1. In the event that the User violates the Service User Agreement and these Terms, etc., the User shall be obligated to compensate the Company for any damages incurred by the Company. These damages include the costs necessary for investigating and rectifying the violation, business damages, the fees for tax accountants, certified public accountants, attorneys, etc., entrusted by the Company to conduct the aforementioned

investigation, and remedial measures to resolve disputes with the User or third parties in connection with the violation.

2. The Company's liability for damages incurred by the User, regardless of the cause of action, shall be limited to direct and ordinary damages actually suffered by the User as a result of the Company's violation of the Service User Agreement and these Terms, etc. These shall not extend to lost business opportunities, damage to credibility, or damages or lost profits resulting from the malfunction of electronic devices, or the loss, destruction or deletion of programs or data.

3. The Company's liability for damages incurred by the User shall not exceed the monthly fee for the month in which such damages were incurred.

Article 16 (Late Payment Fee)

If the User fails to pay its monetary obligations to the Company as stipulated in the Service User Agreement and these Terms, etc., the User shall be obligated to pay the Company a late payment fee calculated at 14.6% p.a. on the outstanding amount from the day following the due date until the date of payment in full.

Article 17 (Notices, etc.)

1. Notices from the Company to the User shall be sent to the User's registered email address. However, in unavoidable circumstances, such as disruption to communication systems, the Company may issue notices through alternative methods deemed appropriate by the Company. Notices sent from the Company to the User via email shall be deemed to have effect at the point in time in which the email is sent from the mail server used by the Company.

2. Notices from the User to the Company shall be sent to the Company's designated email address. However, in unavoidable circumstances, such as disruption to communication systems, the User shall issue notices to the Company's address by registered mail with acknowledgment of receipt. Notices from the User to the Company via data transmission or email shall be considered effective at the point in time at which it has reached the Company's server.

3. The User agrees that if notices between the Company and the User are issued by data transmission or email, the logs recorded on the Company's servers shall constitute final and definitive evidence, both in

and out of court, of the existence of the notice, the sender, the arrival of the notice, the time of arrival, and the content of the notice.

4. The User shall immediately notify the Company of any changes to its User Information, including the following:

(1) The User's name or trade name;

(2) The User's address;

(3) The User's representative;

(4) Department name or the person in charge;

(5) Email address or phone number; or

(6) Domain name.

5. The Company assumes no liability for any damages or disadvantages incurred by the User as a result of the User's failure to notify the Company of changes to the User Information under the provisions of the preceding paragraph.

Article 18 (Term)

1. The term of the Service User Agreement shall be from the use start date to the use end date stipulated in the Service User Agreement; provided, however, that the Service User Agreement shall be extended for the usage period following automatic extension stipulated in the Service User Agreement, provided that neither party has given notice of termination of the Service User Agreement at least 30 days prior to the use end date, and the same shall apply thereafter.

2. The provisions set forth in paragraph 4 of Article 3 (Execution of the Service User Agreement), paragraph 3 of Article 5 (Payment of Consideration, etc.), paragraph 5 of Article 6 (Provision of the Service), Article 7 (Prohibited Acts and Suspension of Use), Article 9 (ID and Password Management), Article 10 (Use of Data), paragraph 1 of Article 11 (Acquisition and Disclosure of Usage History), Article 12 (Non-Acquisition of Other Rights), Article 13 (Disclaimer), paragraphs 2 through 4 of Article 14 (Termination of the Service User Agreement), Article 15 (Compensation for Damages), Article 16 (Late Payment Fee), Article 17 (Notices, etc.), Article 20 (Representations and Warranties), Article 21 (Exclusion of Anti-Social Forces), Article 22 (Duty of Confidentiality), Article 24 (Validity and Individuality of These Terms, etc.) and Article 27 (Governing Law and Jurisdiction) shall remain in effect even after the termination of the Service User Agreement.

Article 19 (Early Termination)

The User has the option to terminate the Service User Agreement during the term of the Service User Agreement; however, such termination requires the User to make a lump sum payment to the Company for all outstanding monetary obligations for the remaining term of the Service, including but not limited to Monthly Fees, etc. In this case, the termination shall be effective at the point in time at which the aforementioned payment is made in full, and the Company shall not be obligated to refund any payments already received from the User.

Article 20 (Representations and Warranties)

The User represents and warrants the following to the Company:
(1) All information provided by the User to the Company related to these Terms, etc., is true, complete and accurate in all material respects at the time such information is provided; and
(2) The submission of any relevant materials or other reports by the User to the Company are true, complete and accurate in all material respects at the time of such submission or reports.

Article 21 (Exclusion of Anti-Social Forces)

1. The User represents and warrants to the Company that it does not fall under any of the following items:
   (1) It, or any of its officers, employees or major shareholders, is an organized crime group, a member of an organized crime group, a party who has been a member of an organized crime group at any time in the last 5 years, a quasi-member of an organized crime group, a company affiliated with an organized crime group, a corporate extortionist, a group engaging in criminal activities under the pretext of conducting social campaigns, etc., an organized crime syndicate specialized in intellectual crimes, or any other party analogous to each of the preceding (hereinafter collectively referred to as "Anti-Social Force");
   (2) An Anti-Social Force is controlling its business or management;
   (3) An Anti-Social Force is substantially involved in its business or management;
   (4) It has unduly used an Anti-Social Force for the purpose of obtaining illicit benefits for itself or third parties, or for the purpose of causing damage to third parties;

(5) It is involved with an Anti-Social Force through the provision of funding or favors, etc.; or

(6) Its officers or other persons substantially involved in its management have a socially reprehensible relationship with an Anti-Social Force.

2. The User pledges not to engage in any of the following acts:

(1) Use threatening behavior or violence against the Company;

(2) Make unreasonable demands of the Company beyond the scope of legal responsibility; or

(3) Spread rumors or use fraudulent means or power to damage the credibility of the Company.

3. The User shall have its contractors make representations, warranties and pledges to the same effect as those stipulated in paragraphs 1 and 2 of this Article.

4. If the User violates the provisions stated in the preceding 3 paragraphs, the Company has the right to terminate the Service User Agreement without any prior notice or demands to the User.

5. Termination pursuant to the provisions of the preceding paragraph shall not preclude the Company from seeking compensation for damages from the User.

Article 22 (Duty of Confidentiality)

1. The User shall retain any technical, business, and operational information disclosed by the Company, such as ideas, know-how, inventions, drawings, photographs, specifications and data, either verbally or in writing, in connection with use of the Service or through fulfillment of the Service User Agreement (hereinafter, "Confidential Information") as confidential. The User must not use Confidential Information for any purpose other than for the use of the Service, and must not disclose or leak Confidential Information to any third party without the prior written consent of the Company.

2. Notwithstanding the provisions of the preceding paragraph, information that the User has demonstrated to fall under any of the following items shall not be included as Confidential Information:

(1) Information that was already publicly known at the time the User received disclosure or otherwise came to know it;

(2) Information that the User already possessed at the time the User received disclosure or otherwise came to know it;

(3) Information that, through no fault of the User, came to be publicly

known after the User received disclosure or otherwise came to know it;

(4) Information that the User, after having already received disclosure or came to know the Confidential Information, independently developed without recourse to such Confidential Information; and

(5) Information that the User, after having already received disclosure or came to know the Confidential Information, duly acquired from a third party with legitimate authority, who did not impose any duty of confidentiality.

3. The User shall return or destroy Confidential Information, any documents or other recording media, describing or containing Confidential Information, and any copies thereof without delay in accordance with the instructions of the Company, if the Service User Agreement has been terminated, or when otherwise requested to do so by the Company.

Article 23 (Handling of the User's Information)

1. The Company shall handle the following information entrusted to the Company by the User as Confidential Information:

(1) Authentication information for APIs, databases, etc. registered by the User;

(2) The User's personal information; and

(3) Other information that the User has clearly indicated is confidential in nature.

2. The Company shall not disclose, provide or leak Confidential Information to any third party, or use Confidential Information for any purpose other than the fulfillment of the Service User Agreement and these Terms, etc., without the prior written consent of the User.

3. The Company may disclose Confidential Information to its own officers and employees, as well as to third parties such as attorneys and tax accountants who owe a professional duty of confidentiality, only within the scope necessary to fulfill the Service User Agreement and these Terms, etc.

Article 24 (Validity and Individuality of These Terms, etc.)

If any provision of these Terms, etc., is deemed to be invalid or illegal, it shall not affect the validity of the remaining provisions of these Terms, etc.

Article 25 (Revision to These Terms, etc.)

1. The Company may revise the contents of these Terms, etc., at any time without the prior consent of the User.
2. If the Company revises the contents of these Terms, etc., the Company shall publicize or otherwise notify the User of the effective date and content of the revised Terms, in the manner prescribed by the Company, such as email or posting on the Company Website. However, in the case of revisions that require the consent of the User under the law, the consent of the User shall be obtained in the manner designated by the Company.

Article 26 (Matters for Discussion)

The parties to the Service User Agreement shall discuss and attempt to resolve any matters not set forth in these Terms, etc., as well as any doubts regarding the provisions set forth herein in good faith, as necessary.

Article 27 (Governing Law and Jurisdiction)

The Company and the User agree that the Service User Agreement and these Terms, etc., shall be governed by the laws of Japan, and that the Tokyo District Court shall have the exclusive jurisdiction as the court of the first instance for all disputes related to the Service User Agreement and these Terms, etc., that arise between the Company and the User.

Enforcement and revision of these Terms
Established on March 4, 2024