

Disclaimer:

This is an English translation of the Japanese original for reference purposes only. In the event of any discrepancy between this translated document and the Japanese original (including due to time lag in translation), the original shall prevail.

The Japanese original can be found here: <https://smtps.jp/application/sa02.pdf>

Customers Mail Cloud Terms of Service

Enacted on August 23, 2022

Updated on April 25, 2025

These Customers Mail Cloud Service Terms of Service (“TOS”) set forth the content as well as terms and conditions for providing Customers Mail Cloud Service (“Service”), which enables the sending, receiving, analyzing, and managing of email via a web app and mail servers provided by HENNGE K.K. (“HENNGE”). By submitting a designated application form to HENNGE, the Subscriber agrees to comply with these TOS and the terms and conditions of provision when using the Service.

Article 1 (Application)

1. These TOS apply to a Subscriber who uses the Service in accordance with a Service Use Agreement (“Use Agreement”) between HENNGE or its sales agents.
2. A Subscriber may provide access to the Service to third parties (“Users”). However, the Subscriber shall be responsible for explaining to Users the terms and conditions governing the provision of the Service under these TOS, obtaining their consent, and ensuring their compliance with obligations equivalent to those of the Subscriber under these TOS. The Subscriber agrees that any use of the Service by Users shall be deemed as use by the Subscriber and shall be responsible for all actions taken by Users.

Article 2 (Definitions)

The following terms in these TOS shall have the meanings set forth below.

Subscriber	An individual who has agreed to these TOS and the terms and conditions governing the provision of the Service, applied for the Service following the procedures prescribed by HENNGE, and whose application has been approved by HENNGE.
Telecommunications Carrier	A business operator providing telecommunication facilities necessary for the Service, including internet lines, network equipment, and servers.
Mail Server	A computer on a network that runs a program using Simple Mail Transfer Protocol (SMTP) to receive emails from computers owned or used by the Subscriber and send them to the recipient’s email address. In these TOS, Mail Servers do not include mailboxes or the protocols (POP3, IMAP, etc.) used to access them.
Error Mail	An email notifying the sender that an error occurred when sending or attempting to send an email. Although sometimes referred to as bounce mail, return mail, or undeliverable mail, these TOS refer to it as Error Mail.
Management Console	A web application for configuring Mail Servers and providing mail delivery reports to Subscribers.
Demo Version	A free version of the Service with limited functionality. Commercial use is prohibited and full integration with the Service is not guaranteed.
API	A program and data on computers owned or used by the Subscriber, such as a list of undeliverable recipient email addresses, along with an interface for coordinating their processing.
Mail Reception Block	Actions taken by a company or organization receiving emails, such as rejecting an email sent by a sender or delivering it to a spam folder, based on an evaluation of the sender’s sending method, sending frequency, recipient addresses, content, and reports from the recipients.
Sender IP Reputation	An evaluation of the IP address from which an email is sent, conducted by the receiving company or organization, based on the sender’s email sending method, sending frequency, recipient addresses, content, and reports from the recipients. A

	low rating may result in the sending IP being listed as a spam source, triggering a Mail Reception Block.
Customer ID	A unique number assigned by HENNGE to each Subscriber.
AWS Marketplace	A marketplace managed and operated by Amazon Web Services Inc.

Article 3 (Service Content)

1. Service shall mean the Mail Servers, Management Console, APIs, and DNS records necessary for sending email, the details of which are set forth in the attached Exhibit.
2. The performance specifications of the Mail Servers provided for in the preceding paragraph shall be specified separately.
3. HENNGE shall provide the Subscriber with the support set forth in the attached Exhibit and optional services separately determined by HENNGE as ancillary to the Service.

Article 4 (Establishment of a Use Agreement)

1. HENNGE shall present a quotation (including private offers on AWS Marketplace and other electronic methods; the same shall apply hereinafter) to individuals wishing to use the Service ("Prospective Users"), specifying these TOS and the terms and conditions of the Service. Prospective Users shall agree to the contents of the quotation, including these TOS and the terms and conditions of the Service, and apply for the Service by submitting a purchase order with the necessary details specified by HENNGE (including via electronic means; the same shall apply hereinafter).
2. A Use Agreement shall be established when HENNGE declares its intention to accept the purchase order provided for in the preceding paragraph. However, if HENNGE fails to declare any intention within five business days from the date of receipt of the purchase order, HENNGE shall be deemed to have declared its intention to accept the order upon the expiration of such five-day period.
Orders placed on AWS Marketplace without a private offer shall be deemed invalid and canceled.
3. If there is any contradiction between the content of these TOS and the Use Agreement, the provisions of the Use Agreement shall prevail.
4. HENNGE may reject an application if a Prospective User established under Article 1 falls under any of the following:
 - (1) If the Prospective User is an individual;
 - (2) If there is a risk that the Prospective User may fail to pay service fees for the Service;
 - (3) If the Prospective User has previously had their use of the Service terminated or their Use Agreement terminated by HENNGE under these TOS;
 - (4) If false information was provided by the Prospective User in their application; or
 - (5) If HENNGE deems the Prospective User to be inappropriate for any other reason.

Article 5 (Term)

1. Unless otherwise specified in the Use Agreement, the term of the Use Agreement shall be one year from the start date set forth therein.
2. Unless otherwise specified in the Use Agreement, the Use Agreement shall be automatically renewed for a period of one year unless either HENNGE or the Subscriber notifies the other party at least one month prior to the expiration of the current term, and the same shall apply thereafter.
However, for Use Agreements established through AWS Marketplace, the agreement shall be re-executed upon each renewal.

Article 6 (Service Fees and Payment Method)

1. The content of the Service and applicable fees shall be determined separately.
2. Except as provided in these TOS, HENNGE shall not issue refunds for any Service fees paid by the Subscriber.
3. The Subscriber shall pay HENNGE the Service fees (including consumption tax and local consumption tax; the shall apply hereinafter) in accordance with the Use Agreement, for each Customer ID assigned to the Management Console.

Article 7 (Late Payment)

If the Subscriber fails to pay the Service fees, the Subscriber shall pay HENNGE a late payment penalty calculated at an annual rate of 14.6% for the number of days from the day after the due date to the day before the actual payment date.

Article 8 (Cancellation)

1. If the Subscriber wishes to cancel the Use Agreement before the agreement's expiration date ("Cancellation"), the Subscriber shall notify HENNGE by the 20th day of the month preceding the desired cancellation month (or the preceding business day if the 20th day falls on a Saturday, Sunday, or national holiday), unless otherwise stipulated in

the Use Agreement or related documents. Such notification must be submitted via the contact form in the Management Console or by sending an email to the HENNGE Support Desk.

2. In the case provided for in the preceding paragraph, the Use Agreement shall expire on the last day of the month in which the Subscriber requests cancellation.
3. If the Subscriber has any outstanding fees or late payment penalties after submitting the notification provided for in Paragraph 1, the Subscriber shall immediately pay all such amounts to HENNGE.

Article 9 (Handling of Subscribers via Sales Agents)

1. If a Subscriber has applied for the Service via a HENNGE sales agent ("Subscribers Via Sales Agents"), the Use Agreement shall be established between the sales agent and the Subscriber. The following provisions of these TOS shall not apply to Subscribers Via Sales Agents:
 - Article 4 (Establishment of a Use Agreement)
 - Article 5 (Term)
 - Article 6 (Service Fees and Payment Method)
 - Article 7 (Late Payment)
 - Article 8 (Cancellation)
 - Paragraphs 2 and 3 of Article 10 (Termination of Use of the Service or Use Agreement)
2. Except for the provisions set forth in the preceding paragraph, all other terms in these TOS shall apply to Subscribers Via Sales Agents.
3. Subscribers Via Sales Agents shall be subject to the Service fees determined by their sales agent and shall pay such fees directly to the sales agent. Payment terms and other conditions shall be determined between the Subscriber and the sales agent, and HENNGE shall not be involved in any way.
4. Subscribers Via Sales Agents shall be subject to a Service Level Agreement separately established by their sales agent.

Article 10 (Termination of Use of the Service or Use Agreement)

1. HENNGE may terminate the provision of the Service to the Subscriber without prior notice if any of the following situations apply:
 - (1) If the Subscriber delays repayment of debts, suspends payments, or dishonors bills or checks, or if HENNGE reasonably determines that there is a risk of delayed repayments;
 - (2) If a petition for bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation is filed by the Subscriber;
 - (3) If a petition for provisional seizure, seizure, provisional disposition, or auction is filed against the Subscriber;
 - (4) If the Subscriber interferes with the operation of the Service or significantly damages HENNGE's reputation or credibility;
 - (5) If the Subscriber engages in an act that interferes with any third-party's use of the Service or if there is a risk that the Subscriber will engage in such an act;
 - (6) If, after executing the Use Agreement, any of the conditions listed in each item of Article 4, Paragraph 4, are found to apply to the Subscriber;
 - (7) If the Subscriber breaches any of the provisions of these TOS or the Use Agreement (excluding minor breaches);
 - (8) If the Subscriber chronically causes Mail Reception Blocks due to email content or recipient email address lists, making it extremely difficult to provide the Service, or if HENNGE determines that email content or transmission conditions may result in Mail Reception Blocks or a decline in Sender IP Reputation, and the Subscriber fails to make improvements, such as changing email contents, recipient email address lists, or email transmission methods, despite being requested by HENNGE to do so; or
 - (9) If any other situation arises equivalent to the preceding situations.
2. Service fees for the period during which the Service is terminated in accordance with the preceding paragraph shall remain payable by the Subscriber.
3. In the event of any of the circumstances under Paragraph 1 of this Article, HENNGE may terminate the Use Agreement without prior notice to the Subscriber. In such cases, the Subscriber shall lose the benefit of time with respect to any debt owed to HENNGE at the time of the termination and shall immediately settle all such debts to HENNGE in full.

Article 11 (Changes to Subscriber Information)

1. The Subscriber shall promptly notify HENNGE of any changes to the information provided to HENNGE at the time of applying for the Service, such as changes to its trade name, address, or contact person.
2. The notification provided for in the preceding paragraph shall be made using the contact form in the Management Console or by sending an email to the HENNGE Support Desk. However, Subscribers Via Sales Agents shall notify HENNGE through their sales agent.

Article 12 (Prohibition of Assignment of Rights and Obligations)

The Subscriber may not transfer their contractual status under the Service, nor license, assign, pledge as collateral, or otherwise dispose of their rights or obligations related to the use of the Service to any third party without the prior written consent of HENNGE.

Article 13 (Changes to the Service's Features and Specifications)

1. HENNGE may, at its discretion, make necessary changes to the features and specifications of the Service (including, but not limited to software and server specifications or configurations) without obtaining the Subscriber's consent, in order to improve Service functionality, add new features, or correct defects.
2. HENNGE may change the IP addresses of servers provided to the Subscriber, such as websites, Mail Servers and other servers with IP addresses, when necessary to fulfill Service obligations, without obtaining the Subscriber's consent.
3. Of the changes specified in Paragraph 1 and the preceding paragraph ("Changes to the Service, etc."), for changes specified in the paragraph, HENNGE shall notify the Subscriber at least 60 days in advance. Furthermore, if changes to the Subscriber's operating method become necessary due to significant modifications to the user interface, changes to the service URL, or other factors requiring the Subscriber to adjust their environment to use the Service, HENNGE shall notify the Subscriber at least 30 days in advance of the change; provided, however, in the event of an Service Change due to urgent or unavoidable circumstances, prior notice may not be provided.
4. The Subscriber shall, at their own responsibility and expense, make any necessary changes or adjustments to their environment, including configuration adjustments to the Subscriber's devices, which may become necessary due to Changes to the Service, etc.

Article 14 (Suspension of Service)

1. In the event of any of the following cases, HENNGE may suspend provision of the Service:
 - (1) When the facilities used by HENNGE to provide the Service, such as internet connections, network equipment, and servers supplied by a Telecommunications Carrier, become unavailable due to maintenance, inspection, or other work at the discretion of the Telecommunications Carrier, or due to a failure in such facilities;
 - (2) When the facilities of HENNGE or the Telecommunications Carrier mentioned in the preceding item become unavailable due to interruptions in power supply to HENNGE or the Telecommunications Carrier, or other unavoidable circumstances;
 - (3) When circumstances arise in which HENNGE or the Telecommunications Carrier are unable to provide the Service, due to government decisions, war, subversive activities, armed conflicts, trade embargoes, fire, flood, or other serious natural disasters, pandemic, strikes or other labor disputes, stoppage or delays in transportation, failures, outages, or delays in any third-party services or communication methods that are not attributable to the infrastructure provider, cyberattacks such as viruses, denial-of-service attacks, mass spam email transmissions, failure in third-party software, shortages of raw materials, supplies, power supply, or appliances necessary to provide the Service, or any other circumstances requiring suspension of the Service; and
 - (4) When any other situation arises in which HENNGE determines that suspending the Service is necessary.
2. If the Service is to be suspended in accordance with the preceding paragraph, HENNGE shall provide the Subscriber with prior notice. However, if such prior notice is not possible due to emergencies or unavoidable circumstances, HENNGE shall notify the Subscriber as soon as practicable.
3. If HENNGE becomes aware of any failure with the Service facility, HENNGE shall immediately notify the Subscriber and make efforts to repair or restore the Service without delay.
4. If HENNGE becomes aware of any failure in the facility of Telecommunications Carriers, etc., leased to HENNGE in order to connect to the Service facility, HENNGE shall instruct the relevant Telecommunications Carrier, etc., to carry out repair or restoration work.
5. If any problems affect provision of the Service, the Subscriber and HENNGE shall notify each other without delay and consult to determine necessary countermeasures, and each party shall take the appropriate actions accordingly.
6. HENNGE shall not be liable for any damages incurred by the Subscriber due to the suspension of the Service as set forth in Paragraph 1.

Article 15 (Restrictions on the Use of Service)

In the event of an emergency, including but not limited to natural disasters or the risk thereof, HENNGE may, pursuant to Article 8 of the Telecommunications Business Act of Japan, take measures such as partially suspending the use of the Service in order to prioritize emergency communications necessary for mitigating disasters, providing relief operations, transportation, communications, or power supply, maintaining public order or for other public interests. In such cases, the provisions of Paragraph 6 of the preceding Article shall apply mutatis mutandis.

Article 16 (Notifications to the Subscribers)

1. Any notice from HENNGE to the Subscriber (including Subscribers Via Sales Agents) shall be sent by email, unless otherwise specified in these TOS or the Use Agreement.
2. If HENNGE provides notice to the Subscriber by email in accordance with the preceding paragraph, such notice shall take effect from the time HENNGE sends the email.

Article 17 (Guarantee of Service Availability)

1. HENNGE guarantees the availability of the Service through reasonable business efforts as follows:
 - (1) The availability guarantee applies to HTTP connections to the Management Console and APIs provided by HENNGE, as well as SMTP connections to Mail Servers (“Connection to the Service”);
 - (2) HENNGE defines a “Service Function Stoppage” as a situation in which the Subscriber is unable to connect to the Service (however, this excludes cases in which HENNGE terminates the provision of the Service in accordance with Article 10, Paragraph 1, cases in which HENNGE suspends the provision of the Service in accordance with Article 14, Paragraph 1 or Article 15, cases in which the Subscriber breaches the provisions of Article 20, and cases in which the inability to connect is due to the Subscriber’s actions, equipment failure, or connection environment issues).
2. In the event of a Service Function Stoppage, the Subscriber may apply for a partial reduction of Service fees as specified in Exhibit 2.

Article 18 (Discontinuation of the Service)

HENNGE may, at its discretion, discontinue the Service, in whole or in part, at any time. If HENNGE discontinues the Service, in whole or in part, it shall provide at least six months’ prior notice to the Subscriber. HENNGE shall not be liable for any damages incurred by the Subscriber due to the discontinuation of the Service, in whole or in part.

Article 19 (Subcontracting)

HENNGE may, at its discretion, subcontract all or part of the work required for providing the Service to the Subscriber to a third party without obtaining prior consent from the Subscriber, except in the case provided for in Article 24, Paragraph 11. In such cases, HENNGE shall ensure that subcontractors comply with obligations equivalent to those of HENNGE and shall be responsible for supervising the subcontractors.

Article 20 (Subscriber Obligations)

When using the Service, the Subscriber shall comply with the following:

- (1) The Subscriber shall maintain, at their own expense and responsibility, the necessary internet connection, sufficient bandwidth, and their own facilities such as DNS servers, required to use the Service;
- (2) Before using the Service, the Subscriber shall disclose the sending domain authentication (SPF and DKIM) provided by the Service on their DNS servers. If the Subscriber does not disclose the sending domain authentication and the recipient’s email address rejects or restricts receipt, HENNGE shall not, in principle, investigate or address the issue;
- (3) The Subscriber shall not disclose, lend, or share the login ID, password, or permission information (such as IP addresses or SMTP authentication) required to connect to Mail Servers provided by the Service with any third party. The Subscriber shall strictly manage such authentication information to prevent leakage;
- (4) The Subscriber shall appropriately configure and manage connection permission settings for Mail Servers within the scope necessary for using the Service;
- (5) The Subscriber shall be fully responsible for managing and operating all emails sent from the Mail Servers provided by HENNGE, as well as their transmission logs (except for those set forth in Article 23, Paragraph 2);
- (6) The Subscriber shall ensure that bulk email transmissions remain within the performance specifications of the Mail Servers;
- (7) If the Service availability is maintained using a round-robin method across multiple Mail Servers, the Subscriber shall implement appropriate retry mechanisms, such as DNS re-checking and mail resending, to avoid connection errors caused by maintenance stoppages or failures; and
- (8) If a connection error occurs when accessing the API, the Subscriber shall retry after a certain period of time.

Article 21 (Prohibited Conduct)

1. The Subscriber shall not engage in the following conduct when using the Service:
 - (1) Conduct that breaches these TOS by allowing third parties, other than the Subscriber, to use Mail Servers provided by HENNGE. This includes unauthorized email relay due to improper inbound IP address setting by the Subscriber or leakage of user authentication information;
 - (2) Conduct that sends emails that violate laws and regulations such as the Act on Regulation of Transmission of Specified Electronic Mail;
 - (3) Conduct that sends email or uploads content related to obscenity, child pornography, child abuse, adult entertainment business, gambling, or grotesque or fraudulent activities and linked to or potentially linked to criminal activities, content promoting pyramid schemes or solicitations thereof, content that is considered offensive by society in general, content that violates public order and morality, or content deemed by HENNGE to potentially result in Mail Reception Block or deterioration of Sender IP Reputation;
 - (4) Conduct that infringes, or has the potential to infringe, upon the intellectual property rights of HENNGE or any third party, including copyrights, trademarks, and other rights;

- (5) Conduct that sends emails to addresses acquired through inappropriate methods that are deemed by HENNGE to potentially lead to Mail Reception Block or deterioration of Sender IP Reputation (such as an email address purchased from a third party, for which the Subscriber or User has not obtained the consent of the registered owner of the address to receive emails, or an email address likely to be undeliverable due to unknown or inactive destinations), and where no measures have been taken to prevent Mail Reception Block or deterioration of Sender IP Reputation;
- (6) Conduct that involves unauthorized access, corruption, alteration, destruction, deletion, overloading, or disruption of HENNGE software, websites, Mail Servers, or other infrastructure ("Service Facilities") relating to the Service;
- (7) Conduct that uses reverse engineering or other techniques to extract source code, operational mechanisms, or confidential information from Service Facilities;
- (8) Conduct that violates laws and regulations or public order and morality or causes harm to HENNGE or any third party;
- (9) Conduct that discriminates or dishonors others, or defames their honor or trust;
- (10) Conduct that uses the Service while impersonating a third party;
- (11) Conduct that transmits or uploads malicious computer programs, such as computer viruses, worms, or trojan horses; or
- (12) Conduct that disrupts, or has the potential to disrupt, the operation of third-party facilities or Service Facilities.
2. If the Subscriber becomes aware of any prohibited conduct listed above or anticipates such conduct, the Subscriber shall immediately notify HENNGE.
3. If HENNGE determines that the Subscriber has engaged in any of the conduct provided for in each item of Paragraph 1, or that information provided by the Subscriber is information related to such conduct, HENNGE may, without prior notice, terminate provision of the Service in whole or in part or delete the information related to such conduct. However, HENNGE shall have no obligation to monitor the Subscriber's conduct or the information provided or transmitted by the Subscriber (including conduct deemed as use by the Subscriber).
4. Even if the Service is terminated in whole or in part in accordance with the preceding paragraph, the Subscriber shall remain obligated to pay the Service fees to HENNGE for the duration of such period.
5. If a User breaches Article 21 (Prohibited Conduct), the Subscriber shall promptly correct the breach.

Article 22 (Non-warranty and Disclaimers)

1. The Service is provided on an "as is" and "as available" basis, and HENNGE makes no warranties, whether expressed or implied, of any kind, except as otherwise provided for in these TOS or the Use Agreement. The Subscriber is deemed to have agreed to use the Service under its own responsibility.
2. HENNGE's liability in relation to the Service shall be limited to the scope set forth in the provisions of these TOS and Article 26 (Damage Compensation). HENNGE shall not be liable for any damages incurred by the Subscriber for any of the following reasons, regardless of whether the claim is based on breach of contract, tort, or other legal cause of action.
 - (1) Natural disasters, riots, civil disturbances, or other force majeure events;
 - (2) Failure of the Subscriber's connection environment such as the Subscriber's own facilities or issues with the internet connection to the Service Facilities;
 - (3) Damages caused by internet connection service performance limitations, such as latency from Service Facilities.
 - (4) Damages resulting from the Subscriber's failure to comply with HENNGE's prescribed procedures and security measures;
 - (5) Damages resulting from malfunctions in telecommunications services provided by Telecommunications Carriers (including cloud service providers used by HENNGE);
 - (6) Compulsory dispositions based on the provisions of the Japanese Code of Criminal Procedure, the Act on Communications Interception for Criminal Investigation, or other court orders or laws and regulations; or
 - (7) Any other cause that cannot be attributed to HENNGE.
3. HENNGE shall not be liable for any dispute between the Subscriber and any third party as a result of the Subscriber's use of the Service.

Article 23 (Handling of the Subscriber Data)

1. The Subscriber shall be responsible for keeping backup copies of the email data to be sent using the Service, transmission logs, operation logs, administrator information entered by the Subscriber into the Management Console, and other data related to the Subscriber stored in the Service Facilities (including User data and the Subscriber's personal data set forth in Article 24; "Subscriber Data"), as necessary. HENNGE shall not be responsible for the storage, preservation or backup, etc., of the Subscriber Data, except as specifically obligated in these TOS or the Use Agreement.
2. Notwithstanding the preceding paragraph, HENNGE shall be responsible for storing the information entered into the Management Console and logs of emails sent by the Subscriber using the Service (limited to a 40-day period).
3. HENNGE may access and use numerical data such as the volume and frequency of email sent by the Subscriber for the purpose of calculating Service fees or maintaining facilities necessary for the proper operation of the Service.

4. If the Use Agreement with the Subscriber is terminated, HENNGE shall permanently delete all the Subscriber Data by overwriting it to ensure it is irrecoverable, by the end of the month following the Use Agreement termination date. If a physical storage device (for example, a memory or hard disk) is to be reused or disposed of, an appropriate disposal procedure shall be followed in accordance with the policies of the cloud service provider used by HENNGE.

Article 24 (Personal Data Protection)

1. In providing the Service, HENNGE shall comply with the Act on the Protection of Personal Information (“Personal Information Protection Act”) and other applicable laws and regulations regarding the protection of personal information, as well as the guidelines of the Personal Information Protection Commission and the Ministry of Internal Affairs and Communications regarding the protection of personal information, and shall handle personal information in accordance with the privacy policy separately established by HENNGE.
2. In addition to the preceding paragraph, HENNGE shall handle personal data (personal data defined in the Personal Information Protection Act; the same shall apply hereinafter) for the following purposes:
 - (1) To grant mail headers:
HENNGE shall add mail headers necessary to realize the content of the Service to emails the Subscriber sends via the Service.
 - (2) To store administrator information and transmission logs:
HENNGE shall be responsible for storing the information entered into the Management Console and logs of emails sent by the Subscriber using the Service (limited to a 40-day period).
 - (3) To improve and enhance the quality of the Service:
Domain of the recipient email address and messages returned from the server pertaining to the recipient email address shall be collected and analyzed for statistical purposes and used only in an aggregated form that does not personally identify individuals.
 - (4) To respond to customers:
HENNGE shall access personal data with the consent of the Subscriber if HENNGE receives an investigation request from the Subscriber in support of the Service.
 - (5) To respond to emergencies such as system failures:
HENNGE shall access personal data if it is unavoidably and urgently necessary to respond to a Service failure, etc.
3. If HENNGE uses personal data for purposes other than those set forth in each item of the preceding paragraph, HENNGE shall specify the purpose of use and reach a separate agreement with the Subscriber.
4. HENNGE shall not disclose or provide personal data to any third party.; provided, however, that this shall not apply to cases falling under any of the following items:
 - (1) If prior consent of the Subscriber has been obtained;
 - (2) If required by laws or regulations;
 - (3) If necessary for the protection of a person’s life, body, or property and it is difficult to obtain the Subscriber’s consent;
 - (4) If particularly necessary for the improvement of public health or the promotion the sound upbringing of children and it is difficult to obtain the Subscriber’s consent; or
 - (5) If necessary to cooperate with governmental institutions, local authorities, or any party entrusted by them to fulfill their duties as prescribed by laws and regulations, and obtaining the Subscriber’s consent may hinder the execution of such duties.
5. With regard to disclosure or provision based on laws and regulations as stipulated in item (2) of the preceding paragraph, if a government, municipality, or public agency (including foreign governments, etc.) issues an order or makes a request for HENNGE to provide personal data, HENNGE shall promptly inform the Subscriber of the details of such order or request and obtain their confirmation before disclosing or providing the personal data. However, if such an order constitutes an enforcement action and HENNGE is unable to refuse the disclosure or provision of personal data, HENNGE may disclose or provide the personal data without reporting to or obtaining confirmation from the Subscriber.
6. HENNGE shall not acquire personal data held by the Subscriber through deception or other wrongful means, nor shall it use personal data held by the Subscriber in a manner that may encourage or induce illegal or unjust acts.
7. HENNGE shall endeavor to keep the Subscriber’s personal data accurate and up-to-date to the extent necessary to achieve its intended purpose of use.
8. HENNGE shall take necessary and appropriate organizational, personnel, physical, and technical security measures to prevent the leakage, loss, or damage of personal data it handles and to otherwise securely manage personal data, as well as measures that take into account external environments such as personal information protection systems when personal data is handled outside of Japan.
9. HENNGE shall appoint a personal information manager, who shall be responsible for and have authority over the planning, implementation and operation of the personal information protection system. The personal information manager shall be announced in HENNGE’s privacy policy.
10. HENNGE shall impose a confidentiality obligation on employees who handle personal data in accordance with Paragraph 2, and shall provide necessary training and exercise appropriate supervision to ensure the secure handling of personal data.

11. HENNGE shall notify the Subscriber in advance and obtain their consent before subcontracting the handling of personal data to a third party in accordance with Article 19. In such cases, HENNGE shall require the subcontractor to maintain the same level of personal data protection as HENNGE and shall appropriately supervise the handling of personal data by the subcontractor. The subcontractor shall not further subcontract the processing of personal information to any third party. HENNGE shall ensure that this restriction is included in the subcontracting agreement and shall be responsible for the actions of its subcontractors.
12. In accordance with the Personal Information Protection Act and the Telecommunications Business Act, in the event of leakage, loss, or the destruction of personal data subject to reporting obligations, or any other event affecting the security of personal data, HENNGE shall notify the Subscriber of the matters to be reported as required by such laws and regulations. If HENNGE is required to report to the Personal Information Protection Commission or the Minister of Internal Affairs and Communications ("Report Recipient"), HENNGE shall report to the Report Recipient. In such cases, if HENNGE is obliged to notify the individual concerned in accordance with the aforementioned laws and regulations, HENNGE shall notify the individual concerned.
13. HENNGE shall report to the Subscriber on the status of personal information management in response to a request from the Subscriber only if the Subscriber has reasonable grounds to believe that HENNGE is not properly managing personal information. If, after such report, the Subscriber requests a further investigation into the management of personal information, HENNGE shall cooperate with the Subscriber's investigation in the presence of a HENNGE representative.
14. If the Subscriber determines that the HENNGE's personal data management system is inadequate and requests that HENNGE improve the system within a specified period of time, HENNGE shall implement improvements if HENNGE determines that there are valid grounds for such a request.
15. If it is evident that HENNGE has neglected to protect personal data, the Subscriber may demand that HENNGE take corrective measures. If HENNGE fails to implement such measures within one month of receiving the demand, the Subscriber may terminate the Use Agreement, in whole or in part.
16. If the Subscriber wishes to file a complaint concerning HENNGE's handling of personal data, or requests disclosure, correction, suspension of use, etc., in accordance with the Personal Information Protection Act, the Subscriber shall contact the personal information manager listed in HENNGE's privacy policy.

Article 25 (Confidentiality)

1. HENNGE shall not disclose or provide to a third party any information obtained from the Subscriber in connection with the provision of the Service ("Subscriber's Confidential Information," including the Subscriber Data and excludes personal data of the Subscriber as stipulated in the preceding Article), except as necessary for the provision of the Service (including disclosure to subcontractors) or for the prevention of unauthorized use of the Service.
2. The Subscriber may use the information listed in each of the following items ("HENNGE Confidential Information") solely for the purpose of using or evaluating the products and services provided by HENNGE including the Service. The Subscriber shall not disclose or provide HENNGE Confidential Information to any third party without HENNGE's prior written consent, except to its own officers and employees who need to know such information for the aforementioned purpose:
 - (1) Information that HENNGE has designated or notified as confidential and provided to the Subscriber;
 - (2) HENNGE's business or technical information acquired in connection with or in the course of using the Service;or
 - (3) Customer ID, password, and other information provided by HENNGE exclusively to the Subscribers of the Service.
3. Notwithstanding Paragraph 1 and the preceding paragraph, the Receiving Party (either the Subscriber or HENNGE who receives Confidential Information; the same shall apply hereinafter) may disclose information obtained from the Disclosing Party (either the Subscriber or HENNGE who provides the Confidential Information; the same shall apply hereinafter) to a third party in any of the following cases:
 - (1) If the Disclosing Party's prior consent is obtained;
 - (2) If required by laws or regulations;
 - (3) If information was already in possession of the Receiving Party at the time of acquisition from the Disclosing Party;
 - (4) If information was already publicly known at the time of acquisition from the Disclosing Party;
 - (5) If information becomes public through no fault of the Receiving Party after acquisition from the Disclosing Party;
 - (6) If information is rightfully acquired by the Receiving Party from a duly authorized third party; or
 - (7) If information is originally developed or acquired by the Receiving Party without referring to the information acquired from the Disclosing Party.
4. If the Subscriber violates these TOS or engages in acts that interfere with the provision of the Service, HENNGE may use the information obtained from the Subscriber to the extent necessary to ensure the smooth provision of the Service, or provide such information to a third party.

Article 26 (Damage Compensation)

If the Subscriber suffers damages due to reasons attributable to HENNGE, HENNGE's liability for damages shall be limited to the total amount of Service fees paid by the Subscriber to HENNGE during the past 12 months, starting from the date of the relevant damages (for Subscribers Via Sales Agents, the liability shall be capped at the total amount of Service fees paid by the Subscriber to the sales agent in the past 12 months).

Article 27 (Intellectual Property Rights)

Copyrights, patents, trademarks and all other rights related to the Service, including web content, documents, programs, and any other materials or technologies necessary to provide the Service, shall remain the property of HENNGE or their original right holders.

Article 28 (Revision of TOS)

1. HENNGE may revise or partially discontinue these TOS or the content of the Service without obtaining separate consent from the Subscriber.
2. Revision of these TOS, as set forth in the preceding paragraph, shall take effect on the date of such revision and the revised TOS shall apply to the use of the Service starting from that date.
3. When revising these TOS, HENNGE shall notify the Subscriber at least one month in advance via its designated website. However, this shall not apply to minor amendments, such as wording changes, that do not disadvantage the Subscriber.

Article 29 (Elimination of Anti-Social Forces)

1. HENNGE and the Subscriber represent and warrant that neither they, their officers (including advisors, consultants, executive officers and those who effectively participate in management regardless of their title), nor their employees (including Users in the case of the Subscriber) currently belong to or will in the future belong to any of the following ("Anti-social Forces"), and that they do not and will not have any relationship with Anti-social Forces.
 - (1) Individuals or entities listed in the National Police Agency of Japan's Measures Against Organized Crimes, including organized crime groups, members or associates of organized crime groups, companies affiliated with organized crime groups, corporate extortionists (*sokaiya*), groups conducting criminal activities under the pretext of social campaigns, crime groups specialized in intellectual crimes, or similar individuals or entities; or
 - (2) Individuals or entities with strong personal, financial, or economic ties to the above, including those who provide funds or benefits to them or utilize them for unfair advantage.
2. HENNGE and the Subscriber covenant that they will not engage in or cause any third party (including Users) to engage in any of the following conduct:
 - (1) Fraud, violence, or threats;
 - (2) Illegal acts or unjust demands;
 - (3) Interference with business operations;
 - (4) Defamation or damage to reputation; or
 - (5) Any other similar conduct to those listed above.
3. HENNGE and the Subscriber shall cooperate if the other party requests any necessary measures to counter any of such conduct listed in the preceding paragraph. Furthermore, if a party is notified of a suspected violation of this Article, it shall respond within a reasonable time.
4. If either HENNGE or the Subscriber violates any of the provisions of this Article (including providing an unreasonable response to a violation notice), the other party may immediately terminate the Use Agreement without prior notice and without liability for damages.

Article 30 (Governing Law and Court of Jurisdiction)

The formation, validity, interpretation and execution of these TOS shall be governed by the laws of Japan and any dispute arising between the Subscriber and HENNGE in connection with these TOS or the use of the Service shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Article 31 (Consultation)

Any matters not provided for in these TOS, or any ambiguities that arise in the interpretation or execution of these TOS, shall be resolved amicably through consultation in good faith between the Subscriber and HENNGE.

Article 32 (Use of Demo Versions)

1. By submitting an application in the manner designated by HENNGE, Prospective Users of the Demo Version agree to comply with these TOS and the terms and conditions of provision when using the Service.
2. After receiving an application as provided for in the preceding paragraph, HENNGE shall confirm the Prospective User's whereabouts via telephone or email. Upon issuing the necessary login ID for using the Service, HENNGE shall be deemed to have approved the application, thereby forming a Use Agreement for the Demo Version ("Demo Version Use Agreement"). The term of the Demo Version Use Agreement shall be limited to a maximum of 60 days from the date of HENNGE's acceptance of the application.

3. Article 4, Paragraph 4; Article 10; Article 11, Paragraph 1; Article 12; Article 13, Paragraphs 1, 2 and 4; Article 14, Paragraphs 1 and 6; Article 15; Article 16; Article 18 and Article 31 of these TOS shall apply mutatis mutandis to the Demo Version Use Agreement.
4. If a Subscriber to the Demo Version Use Agreement wishes to transition from a Demo Version to a Use Agreement, they may apply in accordance with the method set forth in Article 4, only during the term of the Demo Version Use Agreement. Upon HENNGE's declaring an intention to approve the application, a Use Agreement shall be formed, and shall have the same effect as a Use Agreement formed under Article 4.

Exhibit

Only the provisions in this Exhibit that correspond to the terms of the agreement signed by the Subscriber shall apply.

1. Service Content

The following Mail Servers, Management Console, API, and DNS records necessary for sending email are provided.

1.1. Features

The Service includes the following features.

1.1.1. Management Console

Configuration Settings	Enables configuration of the features provided by the Service.
Delivery Reports	Provide insights into email delivery results, including delivery graphs, error graphs, and search/review functionality for transmission logs.
Delivery Suspension	Records recipient email addresses that resulted in delivery errors to prevent further emails being sent to such addresses.

1.1.2. API

API	An API is provided to access various features of the Service.
-----	---

1.1.3. Mail Servers

Mail Servers	A computer on a network that runs a program to receive emails from computers owned or used by Subscribers and deliver them to recipient email addresses. Provides services such as recipient-based email transmission control when sending an email, digital signatures for sender domain authentication, and transmission log recording.
--------------	---

1.1.4. DNS Records

Hostname (forward DNS lookup)	Enables correct resolution of IP addresses from hostnames assigned to Mail Servers.
Hostname (reverse DNS lookup)	Enables correct resolution of hostnames from IP addresses assigned to Mail Servers.
SPF Records	Provides a TXT record listing the Mail Servers' IP addresses in SPF record format. Subscribers should not directly publish the IP addresses provided by this Service in their DNS. Instead, they should reference the provided TXT record using the "include" mechanism to publish SPF records.
SMTP Hostname	A record listing the IP address of the Mail Server ("Mail Receiving Host"). The Mail Receiving Host responds to Subscribers' DNS queries with Mail Server IP addresses using a round robin method. Subscribers should not directly access the Mail Servers' IP addresses provided by the Service. Instead, they should access the IP addresses returned in response to DNS queries for SMTP hostnames.

1.2. Terms of Provision

HENNGE provides the Service to Subscribers under the following terms.

Item	Terms
Login ID	Each Subscriber is provided with a single login ID to access the Management Console.
Email Sending Limit	The maximum number of emails a Subscriber can send per month is, in principle, determined by their service plan. If a Subscriber exceeds the email limit specified in their service plan, additional charges will apply as set forth in the Use Agreement.

	Emails blocked using the “Delivery Suspension” feature in the “Management Console” section of this Exhibit do not count toward the total email sending limit.
Delivery Reports	HENNGE retains data necessary for generating email delivery reports, as described in the “Delivery Reports” section of the “Management Console,” for 40 days. Subscribers can access this data during that period. HENNGE will delete the data after this period.

1.3. Support

HENNGE provides support for inquiries from Subscribers as follows.

Item	Content
Support Requests	Subscribers can submit inquiries using the contact form in the Management Console or by sending an email to the following support desk: <u>hde-cm@hennge.com</u>
Support Terms	Please include your company name, contact person’s name, and Customer ID in your email. If a Customer ID is not provided, we may be unable to identify the relevant Mail Server or other applicable services, and we may not be able to respond to your inquiry.
Support Hours	10:00 to 18:00 on HENNGE business days Inquiries received outside of business hours will generally be addressed on the next business day. The standard response time to inquiries is within eight business hours.
Scope of Support	HENNGE provides support for the following types of inquiries if they cannot be resolved after reviewing the Service User Guide and Frequently Asked Questions on the Service’s website. <ul style="list-style-type: none"> - Service specifications, usage, and operating environment - Consultations on service implementation - Investigating issues where the Service is not functioning properly and providing solutions - Inquiries related to the Service agreement (such as changes to Subscriber information, cancellation)

1.4. Information Security

The Service implements the following information security measures.

1.4.1. Liaison with Relevant Authorities

HENNGE’s head office is located at Daiwa Shibuya Square, 16-28 Nanpeidai-cho, Shibuya-ku, Tokyo. All system resources required to operate the Service, including servers and storage, are located in Japan. Subscriber Data will only be stored in Japan.

1.4.2. Division of Responsibility

The following outlines the division of responsibility for information security within the Service. HENNGE implements the necessary information security measures within the scope of our responsibility.

Subscriber’s Responsibilities	Subscriber Data (user management, feature configuration)
	Email data to be sent, mail logs
	Network management (internet connectivity, etc.)
HENNGE’s Responsibilities	Applications (GUI and API), middleware, OS, mail logs (retained for 40 days in the system)
	Software development and service infrastructure (virtual servers, networks, etc.)
	Maintenance and monitoring of the service infrastructure, security support
Responsibilities of Cloud	Virtualization layer (hypervisors), physical servers

Service Providers Used by HENNGE	Network (backbone), data center facilities (power receiving equipment, UPS, emergency power generators, etc.)
	Land and buildings

1.4.3. Information Security Incident Management

If an information security incident affecting a Subscriber is identified by either HENNGE or a Subscriber, HENNGE will provide information and implement countermeasures in accordance with the following responsibilities and procedures.

Scope of Information Security Incidents	DDoS attacks and other service-targeted attacks, unauthorized access, vulnerabilities identified in software, information leaks, etc.
Detection and Disclosure Criteria	HENNGE detects security incidents through network monitoring, log monitoring, and vulnerability database referencing. If it determines that an incident impacts the Subscriber, HENNGE will disclose relevant information at its discretion.
Target Notification Time	Subscribers will receive an initial report within six business hours of incident detection.
Notification Procedure	Subscribers will be notified via email to the Subscriber's email address.
Handling Desk	Inquiries will be handled by the support desk listed above.
Incident Response Measures	HENNGE will take all applicable measures, including blocking unauthorized communications, applying security patches, preserving evidence, and reporting to external agencies.

1.4.4. Inquiries Regarding Intellectual Property Rights

Inquiries related to intellectual property rights shall be handled by the support desk listed above.

1.4.5. Policy on Use of Encryption-Based Control Measures

Login ID passwords are hashed using SHA256. Email addresses stored in the Service are encrypted using AES (128-bit) encryption. The available TLS versions for encrypted communication are:

- (1) Management Console (UI/API): TLS 1.2
- (2) New Mail Servers (SMTP/API): TLS 1.2
- (3) Existing Mail Servers (SMTP/API): TLS 1.0/1.1/1.2 (for backward compatibility)

1.4.6. Clock Synchronization

The Service uses an NTP-based time synchronization mechanism and is managed according to Japan Standard Time (JST).

1.4.7. Applicable Laws and Contractual Requirements

As set forth in Article 30, the Service is governed by and construed in accordance with the laws of Japan. As the Service provides email transmission over the internet, HENNGE requires both HENNGE and Subscribers to comply with the following laws and regulations:

- (1) Act on Regulation of Transmission of Specified Electronic Mail
- (2) Act on the Protection of Personal Information
- (3) Act on Prohibition of Unauthorized Computer Access

2. Service Level Agreement (SLA)

HENNGE applies the following SLA to the monthly Service fees, excluding work fees.

- (1) In the event of a Service outage as set forth in Article 17 (Guarantee of Service Availability) and the monthly uptime rate falls below the thresholds in Table 4, HENNGE will refund an amount corresponding to the applicable rate in Table 4.
- (2) The monthly uptime rate is calculated using the following formula:
Monthly operation rate = $(1 - \text{total downtime} [*1] \div \text{total monthly uptime time} [*2]) \times 100$
*1) Total downtime is the cumulative duration of Service outages as set forth in Article 17 (Guarantee of Service Availability) (rounded down to the nearest minute) for the billing month.
*2) Total monthly uptime time: 43,200 minutes (= 60 minutes x 24 hours x 30 days).
- (3) To claim a refund under the SLA, Subscribers must submit a request to the HENNGE Support Desk by the 15th day of the following month, along with supporting evidence (SMTP logs containing the Service's Mail Server IP addresses, etc.) demonstrating that the monthly uptime rate fell below the Table 4 threshold.
- (4) HENNGE will conduct an investigation based on the request in (3). Refunds will only be issued if HENNGE determines that the monthly uptime rate meets the refund criteria specified in the SLA.
- (5) For continuing Subscribers, the refundable amount will be deducted from future Service fees in the renewal agreement after the usage period for which the refund is applicable. For those discontinuing the Service, the refund will be transferred to a bank account designated by the Subscriber.

Table 4 Uptime Rates

Uptime Rate	Refund
99.0% or more, but less than 99.9%	10% of the relevant month's monthly Service fee
95.0% or more, but less than 99.0%	25% of the relevant month's monthly Service fee
90.0% or more, but less than 95.0%	50% of the relevant month's monthly Service fee
Less than 90.0%	100% of the relevant month's monthly Service fee