

Terms for Remota

Remota Service Terms of Use

These Remota Service Terms of Use establish the rules applicable to the use of the Remota Service owned and operated by Fast Accounting Co., Ltd. (hereinafter referred to as “the Company”).

Article 1 (Definitions)

Unless otherwise defined below, the terms used in these Terms shall be as defined in the Fast Accounting Service Basic Terms of Use and the Robota Service Terms of Use.

1. “Remota Service” refers to the web-based service operated by the Company that provides the functionalities defined in Article 3, Paragraph 1.
2. “Remota Terms” refer to these Terms (as posted on the Company’s website and updated from time to time, with the updated version governing after any such update) and any other rules established by the Company related to the Remota Service, which are individually notified to Users or published on the Company’s website.

Article 2 (Application of Terms)

The use of the Remota Service is subject to the Fast Accounting Service Basic Terms of Use, the Robota Service Terms of Use, and these Remota Terms.

Article 3 (Purpose and Scope of Service)

1. The Remota Service is a web-based service designed to provide an interface for Users to utilize Robota and includes the following core functionalities. Users may utilize all or part of these functionalities based on their individual contracts:
2. Receipt of form data and its integration with Robota
3. Editing of response data processed by Robota
4. External integration of created data
5. Workflow functionality
6. The Company shall provide the applicant with reference materials, including functional descriptions of the Remota Service. However, the Company does not guarantee the suitability or usefulness of the Service for any particular purpose.

Article 4 (System Environment Setup)

1. After a valid individual contract for the Remota Service has been concluded between

the Company and the User, the Company shall complete the initial setup (enabling the User to connect to the Remota Service) on both the production environment server and the development environment server by the service start date specified in the individual contract.

2. Users shall confirm that the initial setup has been completed and notify the Company using the form provided by the Company. If five (5) business days have elapsed since the setup completion or the service start date, whichever comes first, the User shall be deemed to have started using the Service.

Article 5 (User Data Storage and Usage)

1. Unless an optional storage period is explicitly guaranteed in the individual contract, the Company does not guarantee the storage of any data entered or uploaded by the User into the Remota Service (hereinafter referred to as "Input Data"). Users shall back up their Input Data at their own responsibility using their accounting systems or other platforms.
2. The Company may use User operation logs and Input Data for service improvement, provided that measures are taken to ensure that such data cannot be identified by third parties. Such data shall be stored within Japan.

Article 6 (Support Services)

1. The Company shall provide support services as part of the Remota Service, responding to User inquiries regarding usage methods and operations via email or phone during the Company's business hours.
2. The Company does not guarantee the suitability of the support services for specific purposes or the resolution of all issues.

Fast Accounting Service Basic Terms and Conditions

The “Fast Accounting Service Basic Terms and Conditions” (hereinafter referred to as “these Terms”) establish the common rules applicable to the use of all services operated by Fast Accounting Co., Ltd. (hereinafter referred to as “the Company”).

Article 1 (Definitions)

1. “Services” refer to all services provided by the Company that users actually utilize through individual contracts with the Company or with sales partners (partners authorized by the Company to sell usage rights).
2. “Terms” refer to these Terms and the terms of use established by the Company for each service (posted on the Company’s website and updated as necessary; the updated Terms apply after updates).
3. “Basic Agreement” refers to the application relationship between the Company and the user that arises upon agreeing to these Terms, stipulating matters commonly applicable to the Services.
4. “Applicant” refers to an entity that submits an application to enter into a Basic Agreement on an application form prescribed by the Company as a prerequisite for receiving the Services provided by the Company.
5. “User” refers to an entity that uses the Services based on the Basic Agreement and individual contracts.
6. “Individual Contract” refers to a contract concluded between the Company or a sales partner and the user through an order form, contract, or application from the website, either based on or simultaneously with the Basic Agreement, stipulating conditions related to the provision of specific services operated by the Company. In the event of any conflict between the Basic Agreement and the Individual Contract, the provisions of the Individual Contract shall prevail unless otherwise specified in these Terms.

Article 2 (Scope)

These Terms define the basic conditions for the provision of the Services and the rights and obligations between the Company and the user regarding the use of the Services. They apply to all relationships related to the use of the Services between the applicant, the user, and the Company.

Article 3 (Application for Basic Agreement)

1. Applicants shall apply for the use of the Services by agreeing to the content of these

Terms and following the procedures prescribed by the Company. The Basic Agreement is established when the Company accepts the application through the procedures specified by the Company.

2. The person submitting the application ~~form~~ represents and warrants that the applicant is a business entity and that they have the authority to represent the applicant, applying on behalf of the applicant.
3. Notwithstanding the provisions of the preceding paragraph, the Company may, in its sole and absolute discretion, refuse or withhold acceptance of the application for the Basic Agreement in the following cases:
 - i)If the applicant does not exist or is not in good standing in its place of business.
 - ii)If there are false statements or omissions in the application form prescribed by the Company.
 - iii)If the applicant has previously delayed payment for the Services or attempted to evade payment through fraudulent or deceptive means.
 - iv)If it is suspected that the purpose of using the Services differs from the original intent, such as for evaluation or analysis.
 - v)If the applicant or its representatives or officers are found to be or are suspected of being associated with organizations or individuals who violate community standards or are associated with antisocial forces (as defined in Article 19, Paragraph 2).
 - vi)If there are other grounds for the Company to deem the application inappropriate.
4. If the Company refuses or withholds acceptance of the application for the Basic Agreement in accordance with the preceding paragraph, it will notify the applicant to that effect. However, the Company shall not be liable for any refusal or withholding of acceptance.
5. After the Company accepts the application and the Basic Agreement is established, the user may use the Services by concluding Individual Contracts based on it.
6. Entities intending to conclude Individual Contracts with sales partners agree that the Company will be informed of the content of such Individual Contracts.

Article 4 (Responsibilities)

1. Users and the Company shall mutually fulfill their obligations in accordance with the Basic Agreement and Individual Contracts.
2. Notwithstanding the provisions of the preceding paragraph, users who have

concluded Individual Contracts with sales partners shall bear the rights and obligations regarding usage fees to the sales partners as stipulated in the Individual Contracts, and the Company shall be responsible for providing the Services to the users. However, any provisions in the Individual Contracts with sales partners that impose additional obligations on the Company beyond those stipulated in these Terms shall be invalid. Matters related to usage fees between the sales partners and the Company shall be determined by the contract between them.

3. The Basic Agreement and Individual Contracts grant users the right to use the Services as specified in the Individual Contracts. They do not transfer or license the intellectual property rights of the Services belonging to the Company or third parties licensing to the Company.
4. Users shall be responsible for procuring and maintaining the network connections that connect the Company to the Services. MAYBE THIS SHOULD THIS GO IN THE INDIVIDUAL CONTRACT

Article 5 (Payment of Usage Fees)

1. Users (excluding those who have concluded Individual Contracts with sales partners) shall pay the usage fees for the Services to the Company as stipulated in each Individual Contract.
2. Users shall make the payments mentioned in the preceding paragraph by transferring the amount to a bank account designated by the Company. The transfer fees shall be borne by the users.
3. If a user delays the payment of the usage fees for the Services, they shall pay the Company a late payment charge calculated at an annual rate of 14.6% from the day following the payment due date until the payment is completed.
4. Except as stipulated in the Individual Contracts or in cases where the Company terminates the Services during the contract period, the Company shall not refund any usage fees already paid by the users. If the Basic Agreement or Individual Contracts are terminated due to the user's circumstances, the user shall not be exempt from the obligation to pay the equivalent amount of usage fees for the remaining contract period to the Company.
5. Payments and refunds of usage fees for users who have concluded contracts with sales partners shall be governed by the contracts between the users and the respective partners, and the Company shall not be involved. However, if the contract between the Company and the sales partner is terminated, users shall be required to make payments for usage fees incurred after the termination date directly to the

Company.

Article 6 (Notification and Reporting Changes to Application Information)

1. Users shall promptly notify the Company in the event of any changes to its corporate information provided at the time of application for service use.
2. Notifications from the Company to users regarding the use of the Services shall be made to the contact person specified in the application form or reported in accordance with the preceding paragraph, or by posting on the customer portal.
3. The Company shall not be liable for any damages incurred by the user or any third party due to the user's failure to report changes as required in paragraph 1 or the user's failure to check the customer portal regarding the notifications made in the preceding paragraph.

Article 7 (Prohibited Acts)

Users shall not engage in the following actions:

1. Acts that infringe or may infringe upon the intellectual property rights of the Company or third parties.
2. Acts that alter or delete programs or other information that constitute the Services (including information disseminated by the Company, such as the customer portal).
3. Acts that transmit viruses or other harmful computer programs.
4. Acts that illegally access the Services.
5. Acts that reverse engineer, disassemble, analyze, or otherwise use the Services in a manner not permitted by the Company.
6. Acts that interfere or may interfere with the use or operation of the equipment, servers, or telecommunications facilities of the Company or third parties.
7. Acts that use the Services in a manner or method that interferes or may interfere with third-party communications.
8. Acts that obstruct or may obstruct the provision of the Services by the Company.
9. Acts that are or may be contrary to public order and public policies -
10. Acts that violate or may violate laws and regulations.
11. Other acts that the Company deems inappropriate as a user of the Services.

Article 8 (User Obligations)

1. Users shall not allow any third party to use the Services without the prior written consent of the Company.
2. Users shall properly manage, at their own responsibility, the accounts, passwords,

and any other information related to the Services that require maintenance and management. Users shall bear full responsibility for any consequences resulting from their management, including cases where an account or password issued by the Company is disclosed to, leaked to-

3. The Company shall consider any actions taken using an ID issued by the Company, operations performed by personnel whose names are listed on application forms, purchase orders, or other documents submitted to the Company, and any other declarations made to the Company as representations made on behalf of the User's organization. The User acknowledges and agrees to this.
4. The User represents and warrants that the information entered into the Service does not include "Sensitive Personal Information" as defined in Japan's Act on the Protection of Personal Information (hereinafter referred to as the "APPI") (including any information treated in the same manner under the "Supplementary Rules on the Handling of Personal Data Transferred from the EU Based on an Adequacy Decision") or "Specified Personal Information" or, California's Consumer Protection Act, or similar laws. If the User violates this provision and such violation causes or is related to any damages or losses incurred by the Company, the User shall compensate the Company for such damages or losses, including actual attorneys' fees. If the information entered into the Service by the User includes Personal Information (which refers to "Personal Information" as defined under the APPI or other applicable law, but does not include Sensitive Personal Information or Specified Personal Information), the User shall, at their own responsibility, take all legally required procedures under the APPI and other applicable laws and regulations.
5. Notwithstanding the provisions of Article 10 below, the User grants the Company permission to use the User's corporate name, logo, trademark, and other identifiers in the Company's website, marketing materials, and promotional materials to indicate that the User is a customer of the Company and to showcase case studies of the User's use of the Services. The User also agrees to cooperate with the Company in such promotional activities. However, the User may revoke this permission at any time by notifying the Company.

Article 9 (Outsourcing to Third Parties)

The Company may, in exercising its rights or fulfilling its obligations stipulated in individual agreements, outsource part of such activities to third parties designated by the Company or have such third parties act on its behalf.

Article 10 (Confidentiality)

1. "Confidential Information" refers to the contents of individual agreements, as well as any technical, planning, business, or operational information disclosed by the disclosing party to the receiving party in connection with the use of the Service during the term of such agreements between the User and the Company.
2. Notwithstanding the preceding paragraph, information that the receiving party can prove falls under any of the following categories shall be excluded from Confidential Information:
 - i) Information that the receiving party lawfully possessed before disclosure.
 - ii) Information that was already publicly known before disclosure.
 - iii) Information that became publicly known after disclosure through no fault of the receiving party.
 - iv) Information obtained from a third party with legitimate authority without an obligation of confidentiality.
 - v) Information independently developed or acquired by the receiving party without reliance on the Confidential Information.
3. The receiving party shall not disclose or leak any Confidential Information to any third party without the prior written consent of the disclosing party.
4. Notwithstanding the preceding paragraph, the Company may disclose Confidential Information to sales partners who enter into individual agreements with the User and to third parties subcontracted for the operation of the Service, but only to the extent necessary for their respective duties.
5. When the receiving party intends to disclose Confidential Information to a third party under the preceding two paragraphs, the receiving party shall first enter into a confidentiality agreement with such third party. The content of such agreement shall impose obligations on the third party equivalent to those borne by the receiving party under Basic Agreement, and the receiving party shall be jointly and severally liable with the third party for any breach by the third party.
6. The receiving party shall only disclose Confidential Information to its officers or employees who need to know such information and shall impose confidentiality obligations equivalent to those under Basic Agreement on such officers or employees.
7. The receiving party shall not use the Confidential Information for any purpose other than the use and provision of the Service without the prior written consent of the disclosing party.
8. If the receiving party creates any invention, idea, know-how, design, copyrighted work, circuit layout, or similar intellectual property (hereinafter referred to as "Inventions,

etc.”) based on the disclosed Confidential Information, the receiving party shall promptly notify the disclosing party in writing.

9. All rights related to Inventions, etc. under the preceding paragraph shall belong to the disclosing party.
10. Notwithstanding this article and the following article, the User agrees that the Company may use information obtained through the use of the Service for the purpose of improving and enhancing the Service, service development, market analysis, and marketing, provided that the information is processed so that third parties cannot recognize specific individuals.

Article 11 (Protection of Personal Information)

1. The Company shall appropriately handle personal information managed by the User in accordance with the Act on the Protection of Personal Information (“APPI”), California’s Consumer Privacy Act or other applicable law.
2. The Company shall delete personal information handled by the User once the Company’s designated retention period has expired. However, if the Company is legally obligated to retain such information beyond the designated retention period, the Company may retain the information only to the extent necessary to fulfill such legal obligations.

Article 12 (Suspension of Service Provision)

1. The Company may suspend the provision of the Service in any of the following cases:
 - i) When necessary for maintenance, construction, or relocation of server or telecommunication equipment.
 - ii) When a natural disaster or other emergency occurs or is likely to occur.
 - iii) When a telecommunications provider ceases the provision of telecommunications services.
 - iv) When it becomes difficult to provide the Service in a stable manner for other reasons.
2. If the Company suspends the Service under the preceding paragraph, it shall notify the User in advance of the suspension, including the reason and duration. However, in cases of urgency, the Company may provide notice promptly after resolving the emergency situation.
3. The Company shall not be liable for any damages incurred by the User due to a suspension under Paragraph 1 of this Article 12. However, this shall not apply if the suspension is solely attributable to the Company and the Company fails to provide

the notice under the preceding paragraph.

Article 13 (Suspension Due to User Violations, etc.)

The Company may suspend the provision of the Service to the User or restrict the User's use of the Service if the User falls under any of the following circumstances. The Company shall not be liable to the User for such suspension or restriction:

1. Delay in payment of fees.
2. The User's actions (including inaction) cause or are likely to cause disruptions to the Company's server or telecommunications equipment, or otherwise interfere with the Company's operations.
3. The User provides false information during application or individual agreement execution.
4. Any other violation of laws, Basic Agreement, or individual agreements, as determined by the Company in its sole and absolute discretion.

Article 14 (Modification and Termination of the Service)

1. The Company may modify the content or specifications of the Service at any time.
2. Notwithstanding Article 16 below, the Company may terminate the Service by providing reasonable prior notice to the User.

Article 15 (Termination of Agreement, etc.)

Either the User or the Company may immediately terminate all or part of Basic Agreement and individual agreements without prior notice or demand if the other party falls under any of the following circumstances:

1. Breach of the Basic Agreement or individual agreements.
2. Revocation or suspension of qualification to do business or business licenses by state or local regulatory authorities.
3. Seizure, provisional seizure, provisional disposition, delinquent tax collection, auction application, bankruptcy proceedings, civil rehabilitation proceedings, special liquidation proceedings, corporate reorganization proceedings, assignment for the benefit of creditors, or initiation of liquidation.
4. Suspension of payments, insolvency, or dishonor of bills or checks.
5. Significant changes in financial or credit status that may hinder the performance of obligations under the agreements.
6. Any other circumstance equivalent to the above.

In the event of termination under the preceding paragraph, the terminating party may declare

that all obligations owed by the other party become immediately due and payable.

Article 16 (Contract Term)

1. The term of the Basic Agreement shall be the same as the period during which any Individual Agreement (or, if there are multiple Individual Agreements, the one with the latest expiration date) remains in effect. Basic Agreement may not be terminated while any Individual Agreement is still in effect.
2. The term of each Individual Agreement shall be as stipulated in the respective Individual Agreement. However, unless either Party expresses its intent to terminate or modify the agreement in writing (including tangible recorded media such as email) at least two months prior to the expiration date, the Individual Agreement shall automatically renew for successive the same periods under the same terms and conditions.
3. Notwithstanding the termination of the Agreement for any reason, Articles 10(1) through 10(7) shall remain in effect for five years after termination, and Articles 10(8) through 10(10), 11, 17, and 20 through 24 shall remain in effect as long as the relevant matters exist.

Article 17 (Compensation for Damages and Indemnification)

1. If the User or the Company causes damage to the other party in connection with the use or provision of the Service, the responsible party shall compensate the other party for such damages. Compensation shall be limited to actual and direct damages incurred. There shall be no compensation for consequential damages, special damages or lost profits).
2. The maximum liability for damages borne by the Company shall be limited to an amount equivalent to three months of Service fees actually received by the Company from the User (or, in the case of Users who have entered into an Individual Agreement with a sales partner, the amount paid by the User to the sales partner), unless the damage was caused by the Company's willful misconduct or gross negligence.
3. The User will indemnify, defend and hold the Company harmless from and against any and all losses incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against the Company (i) alleging that User's data or any use thereof, infringes the intellectual property rights or proprietary rights of others, or has caused harm to a third party, or (ii) arising out of the User's breach of this agreement.

Article 18 (Warranties and Disclaimers)

1. Except as explicitly stated, the Company makes no warranties regarding the provision of the Service, including but not limited to fitness for a particular purpose, effectiveness, completeness, or the proper functioning of the User's equipment when using the Service and disclaims any liabilities for consequential damages.
2. The Company shall not be liable for any delay or failure in performance of the Service, in whole or in part, due to force majeure events beyond its control, including but not limited to natural disasters, wars, riots, civil disturbances, enactment or amendment of laws, government orders, labor disputes, or disruptions in transportation or telecommunications networks.
3. The Company shall bear no responsibility for any disputes arising between the User and a third party (whether domestic or international) in connection with the User's use of the Service. The User shall resolve such disputes at its own responsibility and expense.

Article 19 (Violation of Community Standards Exclusion of Anti-Social Forces)

1. The User and the Company each represent and warrant that, as of the Service commencement date, neither they nor their agents, intermediaries, or subcontractors (including third-party contractors engaged through multiple levels of transactions) fall under any of the following categories and will not do so in the future:
 - i) Organized crime groups, organized crime members, individuals who were organized crime members within the past five years, quasi-members of organized crime groups, affiliates of organized crime groups, companies associated with organized crime, corporate extortionists, political racketeers, special intelligence groups, or any other equivalent entities (collectively, "Anti-Social Forces").
 - ii)Entities under the substantial control or involvement of Anti-Social Forces.
 - iii)Entities that unlawfully utilize Anti-Social Forces for the purpose of obtaining illicit gains or harming third parties.
 - iv)Entities that provide funds or benefits to Anti-Social Forces.
 - v)Entities that have socially objectionable relationships with Anti-Social Forces.
2. The User and the Company each covenant that they, their agents, intermediaries, or subcontractors shall not engage in the following actions against the other party or its affiliates, either directly or through third parties:
 - i)Fraudulent or violent acts, or threats.
 - ii)Unreasonable demands exceeding legal responsibilities.
 - iii)Actions that defame or obstruct the other party's business.

- iv) Any acts equivalent to the above.
3. If either the User or the Company becomes aware that they have violated the representations in the preceding two paragraphs after the execution of Basic Agreement, they must immediately report such violation to the other party in writing.
 4. If either party violates any of the preceding three paragraphs, the other party may immediately terminate all or part of the Basic Agreement and any Individual Agreements without any notice or demand.
 5. If reasonable grounds exist to suspect that the other party is associated with Anti-Social Forces, the concerned party may request explanations or supporting documents, and the other party must promptly comply. If the other party fails to comply promptly or provides false explanations or documents, the concerned party may immediately terminate all or part of the Basic Agreement and any Individual Agreements without notice or demand.
 6. The party exercising its right to terminate under the preceding two paragraphs may claim damages for any losses incurred and shall not be liable for any damages suffered by the other party due to such termination.

Article 20 (Prohibition of Assignment of Rights and Obligations)

The User shall not, without the prior written consent of the Company, transfer, assign, or offer as collateral its status under the Basic Agreement or Individual Agreements, or any rights or obligations arising from these agreements, to any third party.

Article 21 (Amendments to These Terms and Conditions)

1. The Company may amend these Terms if deemed necessary. Any amendments will be notified to the User through posting on the Company's website or other appropriate methods, along with the effective date of the changes.
2. If legal requirements mandate User consent for certain amendments, the Company shall notify the User accordingly. If the User continues to use the Service after the effective date of such amendments, the Company will deem the User to have agreed to the changes.

Article 22 (Severability)

If any provision of the Basic Agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be fully effective.

Article 23 (Governing Law)

The Basic Agreement and Individual Agreements shall be governed by and interpreted in accordance with the laws of Japan.

Article 24 (Dispute Resolution)

1. In the event of any dispute, ambiguity, or matter not stipulated in Basic Agreement or Individual Agreements, the User and the Company shall engage in good faith discussions to resolve the matter. Formal mediation may be used if agreed by the parties.
2. Any disputes arising in connection with this Basic Agreement or Individual Agreements shall be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

Robota Service Terms of Use

These Robota Service Terms of Use establish the rules applicable to the use of the Robota Service owned and operated by Fast Accounting Co., Ltd. (hereinafter referred to as “the Company”).

Article 1 (Definitions)

Unless otherwise defined below, the terms used in these Terms shall be as defined in the Fast Accounting Service Basic Terms of Use.

1. “Robota Service” refers to the AI-based service operated by the Company that provides the functionalities defined in Article 3, Paragraph 1.
2. “Robota Terms” refer to these Terms (as posted on the Company’s website and updated from time to time, with the updated version governing after any such update) and any other rules established by the Company related to the Robota Service, which are individually notified to Users or published on the Company’s website.

Article 2 (Application of Terms)

The use of the Robota Service is subject to the Fast Accounting Service Basic Terms of Use and these Robota Terms.

Article 3 (Purpose and Scope of Service)

1. The Robota Service is a suite of AI-based services designed to reduce the administrative burden of accounting operations for businesses. Users may utilize all or part of these functionalities based on their individual contracts. The Robota Service includes the following core functionalities:
2. Preprocessing AI: Sorts form images by type and corrects margins, angles, and other aspects.
3. AI OCR: Reads form images and returns text data.
4. Journal Entry AI: Generates journal entries based on input data.
5. Verification AI: Checks the consistency of total amounts on forms and detects fraud in certain cases.
6. The Company shall provide the applicant with reference materials, including accuracy reports, processing time estimates, and other supporting documents. However, the Company does not guarantee:
7. The accuracy of processing results.
8. The suitability of the Service for specific purposes.

9. The processing speed of the AI.
10. The explainability of AI-generated results.

Article 4 (System Environment Setup)

1. After a valid individual contract for the Robota Service has been concluded between the Company and the User, the Company shall complete the initial setup (enabling the User to connect to the Robota Service) on both the production environment server and the development environment server by the service start date specified in the individual contract.
2. Users shall confirm that the initial setup has been completed and notify the Company using the form provided by the Company. If five (5) business days have elapsed since the setup completion or the service start date, whichever comes first, the User shall be deemed to have started using the Service.

Article 5 (AI Learning)

1. Users may request additional AI learning by submitting a request using the prescribed format designated by the Company.
2. Upon receiving such a request, the Company shall evaluate the necessity and expected effectiveness of the requested learning and determine whether to proceed with it.
3. The cost of AI learning shall be determined through discussions between the Company and the User.
4. Notwithstanding the preceding paragraphs, the Company may use information obtained from Users to improve the overall performance of the AI within the Robota Service, provided that measures are taken to ensure that such data cannot be identified by third parties. Such data shall be stored within Japan.

Article 6 (Support Services)

1. The Company shall provide support services as part of the Robota Service, responding to User inquiries regarding usage methods and operations via email or phone during the Company's business hours.
2. The Company does not guarantee the suitability of the support services for specific purposes or the resolution of all issues.