

Frame Rate Converter VC-Cloud Terms of Service

These Terms of Service (hereinafter referred to as the "Terms") govern the use of the "Frame Rate Converter VC-Cloud" (hereinafter referred to as the "Service") provided by Asaka Corporation (hereinafter referred to as the "Provider") .By using the Service, the customer (hereinafter referred to as the "User") agrees to be bound by these Terms. Please read the Terms carefully before using the Service.

The Provider and the User are hereinafter collectively referred to as the "Parties" and individually as a "Party"

Article 1 (Application)

1. The Provider shall provide the Service on AWS Marketplace in accordance with these Terms.
2. Any rules, guidelines, or other provisions regarding the use of the Service established by the Provider for the smooth operation of the Service (including but not limited to usage conditions) shall constitute an integral part of these Terms.
3. The Provider may amend these Terms in accordance with the provisions of the Civil Code of Japan. The Provider shall notify the Users of the amended Terms and the effective date within the Service, on the AWS Management Console, or by other appropriate means. The amended Terms shall become effective upon the arrival of the specified effective date. After the effective date, the Service shall be provided in accordance with the amended Terms.

Article 2 (Service Agreement)

At the time the User agrees to these Terms, the agreement for the use of the Service (hereinafter referred to as the "Service Agreement") shall be formed between the Parties.

Article 3 (Service Description)

The Service is a service that converts the frame rate of video content uploaded by the User in a live streaming or file format.

Article 4 (Fees and License)

1. The Provider grants the User a non-exclusive and non-transferable right to use the Service (hereinafter referred to as the “License”).
2. The Service is provided on a pay-as-you-go basis at a rate equivalent to 18 USD per hour; provided, however, that this rate is subject to change due to exchange rate fluctuations. The User shall be responsible for all infrastructure charges, including but not limited to GPU or CPU costs and communication fees, necessary for the use of the Service.

Article 5 (Intellectual Property Rights)

All intellectual property rights, including ,but not limited to, copyrights, related to the Service belong to the Provider or to third parties who have licensed such rights to the Provider.

Article 6 (Security Responsibilities)

1. The User shall use the Service in accordance with the security standards established by Amazon Web Services (hereinafter referred to as the “AWS”).
2. While the Provider implements security measures including addressing vulnerabilities and implementing encryption, the Provider does not guarantee the absolute integrity or security of the Service.

Article 7 (Use of Personal Information)

The Provider shall appropriately handle personal information obtained in connection with the provision of the Service in accordance with the Service Provider’s separately published privacy policy.

Article 8 (Updates)

1. The Provider may update the Service without prior notice to the User.
2. The User shall keep the Service updated to the latest version at all times.
3. The User shall be responsible for any communication fees required for updating the Service.

Article 9 (Prohibited Acts)

1. The User shall not engage in any of the following acts in relation to the Service:

- (a) Any act that infringes or may infringe the rights of the Provider or third parties
 - (b) Any act that interferes with or may interfere with the operation of the Service
 - (c) Any act that violates or may violate applicable laws or regulations
 - (d) Any act of using all or part of the Service in a manner not authorized by the Provider, or any act that may lead to such use.
 - (e) Any other act deemed inappropriate by the Provider based on reasonable grounds
2. The User shall not transfer or assign any rights or obligations under the Service Agreement to any third party.
 3. The User shall not, without the prior written consent of the Provider, reproduce, duplicate, copy, modify, alter, publicly transmit, distribute, lend, translate, adapt, create derivative works of, reverse engineer, decompile, or disassemble the Service or any data or information obtained through the Service, nor grant any rights or licenses thereto to third parties.
 4. The User shall not use any video content that infringes or may infringe the copyrights, trademark rights, portrait rights, privacy rights, or any other rights of third parties.

Article 10 (Exclusion of Anti-Social Forces)

1. The parties each represent and warrants that neither it, nor any of its directors, officers, or employees:
 - (a) is an organized crime group, a member thereof, a corporate racketeer, or any other similar person or entity (collectively, "Anti-Social Forces");
 - (b) has any relationship with Anti-Social Forces, including but not limited to providing funds or being under their control; or
 - (c) will engage, by itself or through a third party, in any unlawful act such as making violent demands, spreading rumors, or using fraudulent means or force to obstruct the other party's business.

Article 11 (Disclaimer of the Provider)

1. The User shall use the Service at their own risk after fully understanding these Terms.
2. The Provider makes no warranty as to the completeness, accuracy, safety, suitability for purpose, usefulness, and results of the Service, nor does it

- warrant that the Service does not infringe the rights of third parties. The Provider shall not be liable for damages arising from the User's erroneous operation, improper use of the Service, or unauthorized access by third parties.
3. The Provider shall not be liable for any disputes arising between the User and third parties in connection with the User's use of the Service.
 4. If a claim is made against the Provider by a third party for infringement of intellectual property or any other right arising from the User's breach of Article 9, the User shall resolve such claim at their own risk and expense.
 5. The User agrees that the Provider shall not be liable for any breach of contract, default, tort, or any other liability with respect to the infringement of any third party's intellectual property rights that is unavoidable due to the use of a standard essential patent ("Third-Party SEPs") where a function of the Service complies with such a standard. The User shall negotiate directly with the rights holders of such Third-Party SEPs and resolve any related claims.
-

Article 12 (Modification, Discontinuation)

1. The Provider may modify or discontinue all or part of the Service with prior notice or announcement to the User.
 2. The Provider may suspend or interrupt the Service without prior notice to the User due to maintenance, system recovery, force majeure events such as power outages or natural disasters, or other unavoidable reasons.
-

Article 13 (Termination of the Service Agreement)

1. The User may terminate the Service Agreement at any time in accordance with the procedures prescribed by AWS Marketplace.
 2. The Provider may terminate the Service Agreement without prior notice to the User if the User breaches Article 9 or Article 10, or if the Provider reasonably determines that continuation of the Service is inappropriate.
 3. Upon termination of the Service Agreement for any reason, the Provider may delete all information stored by the User and all information related to the User's use of the Service.
-

Article 14 (Damages)

1. Notwithstanding any other provision of these Terms, if the User suffers damages attributable to the Provider, the Provider shall compensate such damages up to a maximum amount equal to the total fees paid by the User for

the Service during the twelve (12) months immediately preceding the event giving rise to such damages; provided, however, that this limitation shall not apply in cases of willful misconduct or gross negligence by the Provider.

2. If the Provider suffers damages due to the User's breach of the Service Agreement or due to causes attributable to the User, the User shall be liable to compensate the Provider for such damages.
3. The Service is provided on a best-effort basis, and the Provider does not guarantee any specific level of quality, performance, speed, latency, availability, or reliability of the Service.
4. The Provider shall not be liable for any damages arising from or related to:
 - (a) network conditions, internet congestion, routing issues, or any other factors related to communication environments, whether domestic or international;
 - (b) failures, malfunctions, or service interruptions caused by third-party services, cloud infrastructure providers, telecommunications carriers, or other external systems not under the Provider's control;
 - (c) any loss, corruption, delay, degradation, or interruption of data or video signals occurring during transmission or processing, except where such damages result solely from the Provider's willful misconduct or gross negligence.
5. The Provider shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost profits, lost business opportunities, business interruption, or loss of data, even if the Provider has been advised of the possibility of such damages.

Article 15 (Survival)

Even after termination of the use of the Service, the provisions of Article 5 (Intellectual Property Rights), Article 9 (Prohibited Acts), Article 11 (Disclaimer of the Provider), Article 14 (Damages), this Article 15 (Survival), Article 16 (Prohibition of Assignment), Article 17 (Jurisdiction), and Article 18 (Governing Law) shall remain in full force and effect.

Article 16 (Prohibition of Assignment)

The User shall not assign or transfer, in whole or in part, any right or obligation under the Service Agreement to any third party, nor pledge as security for themselves or any third party.

Article 17 (Jurisdiction)

1. If any dispute or controversy arises between the Parties regarding these Terms or the Service, the Parties shall consult in good faith to resolve such matter.
 2. If the matter is not resolved through such consultation, all actions or proceedings relating to the Service Agreement shall be conducted in the Tokyo District Court, and the Parties hereto consent to the exclusive jurisdiction of the said court.
-

Article 18 (Governing Law)

These Terms shall be governed by and construed in accordance with the laws of Japan.

Article 19 (Inquiries)

For inquiries or consultations regarding the Service, please refer to the contact information provided at the end of these Terms.

Contact Information for the Service

Asaka Corporation

E-Mail: support@asaca.co.jp