

Terms of Service and Data Processing Agreement

Terms of Service

These terms of Service (hereinafter referred to as “Terms of Service”) stipulate the matters to be complied with by the Registered Users (defined in Article 2 below) and the relationship of rights and obligations between Safie, inc. (hereinafter referred to as the “Company”) and the Registered Users in terms of the use of Safie PRO as services provided by the Company. Each person or entity intending to use Safie PRO as the Registered User should read the whole content of the Terms of Service before agreeing thereto without fail.

Chapter 1 General Provisions

Article 1 Application

1. The purpose of the Terms of Service is to stipulate the relationship of rights and obligations between the Company and the Registered Users concerning the use of the Services (defined in Article 2) and the Terms of Service shall be applied to any and all relationships between the Company and the Registered Users concerning the use of the Services.
2. Other rules, provisions etc. concerning the Services which the Company posts from time to time on the Website (defined in Article 2) shall constitute part of the Terms of Service.

Article 2 Definitions

The following terms used herein shall have the following meanings:

- (1) “Video Data” means videos, static images and other visual data shot in use of Hardware (including but not limited to data accompanying such video Data such as GPS location information);
- (2) “Personal Information” means personal information provided for in Article 2, paragraph 1 of the Act on Protection of Personal Information (No. 57 Act of 2003; hereinafter referred to as the “APPI”);
- (3) “Hardware” means a network camera and other hardware which the Company separately designates as devices used in relation to the Services;
- (4) “Intellectual Property Rights” means copyrights, patent rights, utility model rights, trademark rights, design rights and other intellectual property rights

- (including rights to obtain them and rights to apply for the registration, etc. thereof);
- (5) “Website” means a website operated by the Company whose domain name is “https://safie.link/” (including that website after the change of the domain name and/or content thereof occurred for whatever reason);
 - (6) “Registration Applicant” has the meaning assigned thereto in Article 3;
 - (7) “Registered Information” has the meaning assigned thereto in Article 3;
 - (8) “Registered User” means an individual or entity having been registered as a user of the Services based on Article 3;
 - (9) “Services” means the cloud-type recording services named “Safie PRO” as provided by the Company (including such services after the change of their name and/or content having occurred for whatever reason; hereinafter referred to as “Safie PRO”); and
 - (10) “Service Agreement” means an agreement concerning the use of the Safie PRO performed in accordance with the provisions hereof. These Terms of Service, data processing agreement, each applicable order form, and other related documents are collectively referred to as the "Service Agreement".

Article 3 User Registration

1. An individual or entity desiring the use of the Services (hereinafter referred to as the “Registration Applicant”) may apply for the registration as a user of the Services to the Company by agreeing to comply with the Terms of Service and providing the Company with certain information designated by the Company (hereinafter referred to as the “Registration Information”) in a manner designated by the Company.
2. The application for registration as a user of the Services must be made by the Registration Applicant himself/herself/itself, not by an agent of the Registration Applicant (excluding an officer, employee, etc. of the applicant in the case where the applicant is a corporation), except as otherwise allowed by the Company. In addition, when making an application for registration, the Registration Applicant must provide the Company with true, correct and latest information.
3. If the Registration Applicant applying for registration based on paragraph 1 of this Article falls under any of the following items, the Company may refuse the registration:
 - (1) In the Company’s judgment, the Registration Applicant threatens to violate the Terms of Service;
 - (2) All or part of the Registration Information provided to the Company is false,

- incorrect or insufficient;
- (3) The Registration Applicant has ever experienced the cancellation of his/her/its registration as a user of the Services;
 - (4) In the Company's judgment, the Registration Applicant is an Anti-social Force, etc. (which means a Boryokudan (organized crime group), Boryokudan member, extreme right-wing group, anti-social force or an equivalent to any of them; the same below) or has any exchange or involvement with an Anti-social Force, etc. such as cooperating in the maintenance, operation or management of the Anti-social Force, Etc. through provision of funds, etc.;
 - (5) The Registration Applicant lives in countries where the service is not provided;
or
 - (6) Otherwise the Company considers the registration of the Registration Applicant as a user of the Services inappropriate.
4. The Company shall judge whether or not the Registration Applicant's registration as a user of the Services is appropriate based on the Company's criteria of the immediately preceding paragraph, etc. and, if allowing the registration, notify the Registration Applicant thereof, by which notice the procedure of the registration of the applicant as the Registered User of the Services shall complete.
 5. If there occurs any change in the Registration Information of the Registered User, the Registered User shall, without delay, notify the Company of the change and submit relevant material(s) requested by the Company.
 6. By the conduct of using the Services, the Registered User shall be deemed as having confirmed that the Registered User has reached the legal age eligible for the conclusion of the Terms of Service or, if not being so, the Registered User has obtained his/her parent(s)'s or guardian's approval of the conclusion of the Terms of Service.
 7. The Registered User may use the Services in accordance with the Terms of Service and in manners designated by the Company, after the completion of the registration as a user of the Services based on this Article until the time when the registration is cancelled or the provision of the Services terminates.

Article 4 Management of Password and User ID

1. The Registered User shall manage and keep in custody his/her/its password and user ID on its responsibility and shall not allow or cause any third party to use, lease, assign, sell, etc. to a third party or change the holder's name of the password or user ID.
2. If there occurs any damage due to the inadequate management, error in use, use by a

third party, etc. of the Registered User's password or user ID, the Registered User shall bear the damage, not borne by the Company at all, unless the damage has occurred due to the Company's willful misconduct or gross negligence.

3. If it is found that the Registered User's password or user ID has been stolen or is being used by a third party without the authority to use, the Registered User shall immediately notify the Company thereof and follow the Company's directions.

Article 5 Conduct Prohibited

1. The Registered User must not perform any conduct listed in the following items in using the Services:
 - (1) Conduct to infringe the Company's, other Registered User's, third party business operator's or other third party's Intellectual Property Right, right of portrait, privacy right, honor or other right or interest (including conduct to directly or indirectly cause any such conduct);
 - (2) Conduct to, by use of the Hardware, prepare any Video Data violating a third party's Intellectual Property Right, right of portrait, privacy right, honor or other right or interest;
 - (3) Conduct to transmit to the Services any Video Data infringing a third party's Intellectual Property Right, right of portrait, privacy right, honor or other right or interest;
 - (4) Conduct related to a crime or against the public order and morality;
 - (5) Conduct to transmit any obscene information or information harmful to the youth;
 - (6) Conduct to transmit any information concerning the heterosexual relationship;
 - (7) Conduct in violation of an applicable law, regulations or a bylaw of the Company or an industry association to which the Registered User belongs;
 - (8) Conduct to transmit any information including a computer virus or other hazardous computer program;
 - (9) Conduct to alter without authority any information usable in relation to the Services;
 - (10) Conduct to transmit through the Services any data whose volume exceeds the upper limit designated by the Company;
 - (11) Conduct to hold two or more user IDs or to jointly hold one user ID with another user(s);
 - (12) Conduct to use all or part of the Services for a commercial purpose in whatever manner (including preparatory acts therefor);

- (13) Conduct to pretend to be the Company or a third party (including the conduct to alter a mail head, etc. for deception);
 - (14) Conduct to disseminate or distribute any information, device, software, etc. to deactivate or circumvent the access control function of a server, etc, of the Services;
 - (15) Conduct to obtain a third party's Registration Information without the party's approval or by fraudulent means (including fishing or the like);
 - (16) Conduct to cause significant interference to the business operation of the Company by call for a long time or frequent inquiries of the same content or compelling any act meaningless or not obligated to do;
 - (17) Conduct to threaten to interfere with the Company's operation of the Services;
and
 - (18) Other conduct which the Company considers inappropriate.
2. If the Company considers that the Registered User's conduct to transmit any information in the Services falls or threatens to fall under any item listed in the immediately preceding paragraph, the Company may, without giving prior notice to the Registered User, delete all or part of the information. Even if the Registered User suffers damage due to the Company's measure based on this paragraph, the Company shall not be liable for such damage at all except if the result is attributable to the Company's willful misconduct or gross negligence.

Article 6 Suspension of the Services, etc.

1. In a case specified in the following items, the Company may suspend or discontinue the whole or part of the use of the Services without giving prior notice to the Registered Users:
 - (1) Case where the Company makes a regular or emergency inspection or maintenance of a computer system involving the Services;
 - (2) Case where a computer, telecommunication line, etc. stops functioning due to any accident;
 - (3) The operation of the Services becomes impossible due to a fire, power failure, natural disaster, governmental regulations or orders, outbreak of a state of emergency, war, warlike conditions, coup d'états, revolution, terrorism, civil commotion, riots, epidemics, strikes, lockouts or other force majeure;
 - (4) There occurs a trouble, stop of provision of services, stop of alliance with the Services, change in specifications, etc. in any outside services concerned; or
 - (5) Otherwise the Company considers the suspension or discontinuance necessary.

2. The Company may, for the Company's own reason, terminate the provision of the Services by giving one (1) month prior notice to the Registered Users.
3. Even if the Registered Users suffer damage due to a measure taken by the Company based on this Article, the Company shall not be liable for such damage at all except if the result is attributable to the Company's willful misconduct or gross negligence.

Article 7 Hardware and Other Equipment

1. All Hardware, smartphones, other devices, telecommunication lines, other telecommunication environments, etc. necessary for receiving the Services shall be prepared and maintained at the expense and responsibility of each Registered User.
2. Each Registered User shall, at his/her/its expense and responsibility, take security measures for prevention of infection by a computer virus, unauthorized access and leakage of information, etc. as appropriate in relation to the Registered User's environment for the use of the Services.

Article 8 Attribution of Rights

All ownership and the Intellectual Property Rights of the Website and the Services shall belong to the Company or individuals/entities having given relevant licenses to the Company, and the license of the Services based on registration provided for herein does not mean the license of any Intellectual Property Right concerning the Website or the Services belonging to the Company or an individual/entity having given a relevant license to the Company. The Registered User shall not perform, for any reason, any conduct threatening to infringe an Intellectual Property Right of the Company or an individual/entity that has given a license to the Company (including but not limited to disassembling, decompiling and reverse engineering).

Article 9 Authority to Use Video Data, etc.

1. The Intellectual Property Rights of the Video Data transmitted by the Registered User through the Services shall belong to the Registered User or individuals/entities having given relevant licenses to the Registered User; provided, however, that the Company may use the Video Data transmitted by the Registered Users through the Services for the purpose of the operation of the Services.
2. Each Registered User represents and warrants to the Company that the Registered User shall have the Intellectual Property Rights and other titles, rights or licenses necessary for the Registered User to give the Company the right to use provided for in the immediately preceding paragraph with respect to the Video Data transmitted by

him/her/it through the Services.

3. The Registered User agrees that Video Data transmitted to the Company through the Services will be transmitted to the Company's servers in Japan.
4. The Registered User shall acknowledge and agree that the Company shall not be obligated to preserve the Video Data transmitted by the Registered User through the Services except if the Company preserves them as part of its obligation involving the Services and shall, if necessary, make backups of such Video Data at the expense and responsibility of the Registered User.
5. Unless otherwise provided in the Service Agreement, the Company shall not, without obtaining the Registered User's prior approval, provide a third party with any Video Data transmitted by the Registered User through the Services; provided, however, that in the following cases, the Company may provide a third party with such Video Data without obtaining the Registered User's prior approval:
 - (1) Case where the provision is required by applicable law or regulations;
 - (2) Case where the provision is necessary for protecting a person's life, body or property and it is difficult to obtain the Registered User's prior approval;
 - (3) Case where the provision is especially necessary for the purpose of improvement of the public health or promotion of the sound upbringing of children and it is difficult to obtain the Registered User's prior approval;
 - (4) Case where the Company needs to cooperate with a national organ, local government or an individual/entity entrusted by it in performing any role assigned by applicable law or regulation and it threatens to obstruct the implementation of such role to obligate the Company to obtain the Registered User's prior approval;
 - (5) Case where the Company provides an academic research institute, etc. with such Video Data in response to the academic research institute's need to handle the Video Data for the purpose of academic research;
 - (6) Case where the Company entrusts the whole or part of the handling of such Video Data to a third party within the scope necessary for the operation of the Services; and
 - (7) Case where the provision is performed as part of a merger or other form of business succession; and
 - (8) Case where the Company is requested to disclose the Video Data by a national organ, local government or an individual/entity entrusted by it.
6. The Company may see the Video Data transmitted by the Registered Users through the Services within the scope necessary for the operation of the Services and, if

considering any of them to be in violation of Article 5, paragraph 1 or other provisions hereof, make non-public or delete them without giving prior notice to the Registered Users concerned. Even if the Registered User suffers damage due to the Company's such measure based on this paragraph, the Company shall not be liable for such damage at all except if the result is attributable to the Company's willful misconduct or gross negligence.

Article 10 Personal Information and Privacy

1. The Company shall commit itself to valuing the privacy of individuals to the maximum extent in operation of the Services in accordance with the "Safie Data Charter" separately established by the Company (hereinafter referred to as the "Data Charter"). Each Registered User shall understand the purpose of and comply with the Data Charter in using the Services.
2. The Company shall, in accordance with the relevant privacy policy (hereinafter referred to as the "Privacy Policy") and/or data processing agreement (hereinafter referred to as the "Data Processing Agreement") separately established by the Company, handle the Personal Information of the Registered Users, persons designated by the Registered Users as ones providing the Company with personal information (including but not limited to employees, etc. of the Registered Users; hereinafter referred to as the "Designated Users") and other persons appearing in the Video Data. The Registered Users hereby shall agree that their Personal Information will be handled in accordance with the Privacy Policy and represent and warrant that their Designated Users and other persons appearing in the Video Data will have agreed to their personal information being handled in accordance with the Privacy Policy and Data Processing Agreement.
3. Each Registered User hereby represents and warrants that the Registered User will, in handling the Personal Information of their Designated Users and persons appearing in Video Data, comply with the APPI, order and regulations for enforcement of that Act, other applicable laws and regulations (including but not limited to laws and regulations in the Registered User's place of residence) concerning the Personal Information, and guidelines, etc. concerning them (hereinafter collectively referred to as the "APPI, etc.") and relevant labor-related laws, regulations, guidelines, etc. In addition, each Registered User shall positively cooperate in various enlightening activities, etc. which the Company will propose and perform from the viewpoints of privacy and data governance and comply with guidelines, etc. which the Company will propose as voluntary commitments.

4. The Company shall not bear any liability to compensate for damages suffered by individuals through the Registered User's handling of their Personal Information, except for cases where such damage is caused due to the Company's willful misconduct or gross negligence. If the Company is compelled to compensate for such damage, the Company may claim to the Registered User for fully indemnifying the Company therefor and the Registered User shall satisfy such claim.

Article 11 Services under Development

1. The Company may provide the Registered Users with services under development as part of or ones independent of the Services.
2. If considered necessary, the Company may, at any time, change the content of services under development which are being provided or suspend or discontinue the provision of such services under development, without the need to give prior notice to Registered Users.
3. The Company shall not give any warranty for services under development in any respect, including but not limited to the fitness for a particular purpose, commercial usefulness, completeness, continuity, etc. in any respect.

Article 12 Cancellation of Registration, etc.

1. If the Registered User falls under any of the following items, the Company may suspend the Registered User's use of the Services or cancel the Registered User's registration as a user of the Services, without the need to give the Registered User a prior notice or demand the correction of the cause by the Registered User:
 - (1) The Registered User violates any provisions hereof;
 - (2) It is found that any of the Registered User's Registration Information is false;
 - (3) The Registered User has used or tried to use any of the Services for such a purpose or in such a manner as threatens to cause damage to the Company, another Registered User, a third-party business operator or other third parties;
 - (4) The Registered User interferes with the operation of the Services by whatever means;
 - (5) The Registered User becomes unable to pay or insolvent, or an application for the commencement of the proceeding of bankruptcy, civil rehabilitation, corporate reorganization, special liquidation or other insolvency arrangements is filed against the Registered User;
 - (6) The Registered User causes a bill or check drawn or accepted by the Registered User to be dishonored or the Registered User is subjected to a disposition of the

- suspension of bank transactions by a clearing house or a like disposition;
- (7) The Registered User is subjected to an application for attachment, provisional attachment, Terms of Service-related provisional disposition, compulsory execution or auction;
 - (8) The Registered User is subjected to a disposition for collection of tax or public due in arrears;
 - (9) The Registered User dies or a ruling of the commencement of guardianship, curatorship or assistance is rendered with the Registered User;
 - (10) The Registered User does not use the Services and there is no reply of the Registered User to the Company's inquiry concerning that, for three (3) months or more;
 - (11) The Registered User falls under any item of paragraph 3 of Article 3; or
 - (12) Otherwise the Company considers that the continuation of the Registered User's registration as a user of the Services is inappropriate.
2. If the Registered User falls under any item listed in the immediately preceding paragraph, all the due dates of the Registered User's debts to the Company shall be accelerated and the Registered User shall immediately pay all those debts.
 3. Either the Company or the Registered User may cause the Registered User's registration as a user of the Services to be cancelled by giving at least seven (7) days prior notice to the opposite party in a manner prescribed by the Company.
 4. The Company shall not be liable for any damage suffered by the Registered User due to any conduct of the Company based on this Article except if the result is attributable to the Company's willful misconduct or gross negligence.
 5. If the Registered User's registration is cancelled on the basis of this Article, the Registered User shall, based on the Company's directions, return, destroy or otherwise dispose of any software, manuals and other items concerning the Services provided by the Company.

Article 13 Disclaimer of Warranty and Liability

1. Each Registered User shall use the Services at its responsibility and be liable for any and all conduct performed in use of the Services and results thereof.
2. Each Registered User shall acknowledge and agree that even when the Company preserves and/or distributes the Video Data provided by the Registered User in use of the Services, the Company does not warrant the continuous or constant preservation and distribution of the Video Data and there may occur cases where the Video Data cannot be preserved or distributed due to any defect, disturbance, mal-functioning or

failure in or of the Hardware or other device, software or telecommunication network used for the Services or other reason and the Video Data provided will be deleted at the time of end of the provision of the Services. The Company shall not be liable for any damage suffered by the Registered User due to the impossibility of the preservation or distribution of the Video Data sent by the Registered User except if the result is attributable to the Registered User's willful misconduct or gross negligence.

3. The Services may be associated with services provided by a third party (hereinafter referred to as the "Outside Services"), but the Company shall not warrant such association and, if the association of the Services with any Outside Services is not realized, the Company shall not be liable for such failure in any respect.
4. In the case where the Services are associated with any Outside Services, each Registered User shall comply with the rules of the Outside Services at his/her/its expense and responsibility and, if there occurs any dispute, etc. between the Registered User and an entity operating the Outside Services (hereinafter referred to as the "Outside Service Provider"), the Company shall not be responsible for such dispute, etc. in any respect.
5. Each Registered User shall, at his/her/its expense and responsibility, examine whether or not his/her/its use of the Services is in violation of applicable laws and regulations, bylaw of the relevant industry association, etc. and the Company shall not warrant at all that the Registered User's use of the Services will be in compliance with applicable laws and regulations, bylaw of the relevant industry association, etc.
6. Any and all transactions, communications, disputes, etc. occurring between the Registered User and another Registered User, third party business operator or other third party in relation to the Services or the Website shall be dealt with and solved on the responsibility of the Registered User and the Company shall not be responsible for such transactions, etc. in any respect.
7. The Company shall not be liable to compensate for the interruption, suspension, termination, unusability or alteration of the Services, deletion or loss of the Registered User's messages or information, cancellation of the Registered User's registration as a user of the Services, or loss of data or breakdown or damage of a device/equipment or other damage suffered by the Registered User through use of the Services in any respect, except if the result is attributable to the Company's willful misconduct or gross negligence.
8. Even when any link from the Website to another website or from another website to the Website is provided, the Company shall not be responsible for any such another

website or information obtained therefrom in any respect, for whatever reason.

9. The Company's liability for damages shall only cover the direct and ordinary damage, not covering the lost profit, loss of business opportunity or other indirect damage except to the extent attributable to the Company's willful misconduct or gross negligence, and the amount of damages which the Company will be liable for due to a specific cause shall be limited up to the sum total of the service fees of the Services actually received by the Company from the Registered User concerned during three (3) months retrospectively counting from the time of the occurrence of the cause.

Article 14 Registered User's Liability for Compensation, etc.

1. If the Registered User causes damage to the Company due to his/her/its violation hereof or in relation to use of the Services, the Registered User shall be liable to compensate for the damage.
2. If, in relation to the Services, the Registered User is subjected to a claim by another Registered User, a third party business operator or other third party or there occurs any dispute between the Registered User and such an individual or entity, the Registered User shall immediately notify the Company of the details thereof, deal with the claim or dispute at the expense and responsibility of the Registered User and, in response to the Company's request, notify the Company of the process and result of the transaction.
3. If, in relation to the Registered User's use of the Services, the Company is subjected to a claim by another Registered User, a third party business operator or other third party on account of infringement of a right or other cause, the Registered User shall be liable to compensate for the amount which the Company is obliged to pay to such a third party based on the claim.

Article 15 Modification of Terms of Service, etc.

1. The Company may, at its discretion, change the details of the Services.
2. The Company may modify the whole or part of the Terms of Service as necessary. In such a case, if the modification meets the general interests of the Registered Users or the modification is not against the purpose of the Terms of Service and is considered reasonable in terms of the need and content of modification, the Company shall modify the Terms of Service by beforehand notifying the Registered Users of the details and the effective date (which shall be at least two (2) weeks later than the notice) of the modification on the Company's website or by e-mail.
3. If a modification of the Terms of Service does not satisfy the requirements for

modification set forth in the immediately preceding paragraph, the Company shall obtain the Registered User's respective approvals of the Terms of Service after modification by specifying the details of the modification.

Article 16 Contact/Notice

Inquiries concerning the Services and other communications and notices by the Registered Users to or with the Company concerning the Services and notices of modification of the Terms of Service and other communications and notices by the Company to or with the Registered Users shall be performed in the manners prescribed by the Company.

Article 17 Assignment of Terms of Service, etc.

1. The Registered User shall not, without the Company's prior written approval, assign, transfer, create a security interest on or otherwise dispose of his/her/its contractual status under an agreement entered into based on the Terms of Service or his/her/its rights and obligations hereunder to or for any third party.
2. When the Company assigns its business concerning the Services to another company, the Company may, together with the business, assign its contractual statuses under agreements entered into based on the Terms of Service, its rights and obligations hereunder and the Registered Users' Registration Information and other customer information to the assignee of business, which each Registered User hereby approves. The assignment of business provided for in this paragraph shall include not only the ordinary business assignment, but also every case where the business is succeeded (including the company split).

Article 18 Entire Agreement

The Terms of Service constitute the entire Agreement between the Company and each Registered User concerning the subject matters hereof and supersede any and all prior agreements, representations and understandings made between the Company and the Registered User, written or oral.

Article 19 Severability

If the whole or part of any clause hereof is judged invalid or unenforceable based on the Consumer Contract Act or other law, regulations, etc., the remaining clauses hereof and/or the remaining part of the clause shall continue to be in full force and effect and the Company and the Registered Users shall try to modify the invalid or unenforceable clause

or part of clause to the extent necessary for making the clause or part of clause valid and enforceable to maintain and ensure the purpose and originally intended legal and economic effects thereof.

Article 20 Survival Clauses

Paragraph 2 of Article 4, Paragraph 2 of Article 5, Paragraph 3 of Article 6, Articles 7, 8, 9 and 10, Paragraph 3 of Article 11, Paragraphs 2, 4 and 5 of Article 12, Articles 13 and 14, Articles 17 to 22, Paragraph 7 of Article 24, Article 25 (as far as there are any arrears), Paragraphs 2 and 3 of Article 26, Paragraph 3 of Article 27 (as far as there are any arrears), Paragraphs 2 to 5 of Article 28, Paragraph 2 of Article 29, Paragraph 2 of Article 30, Paragraph 2 of Article 31, Paragraph 2 of Article 32 (as far as Paragraphs 2 to 5 of Article 28 are mutatis mutandis applied), Paragraphs 2 and 3 of Article 34, Paragraph 2 of Article 36, Article 37 (as far as Paragraphs 2 and 3 of Article 33 are mutatis mutandis applied), Article 38 and Article 39 shall continue to be in force and effect in relation to the Registered User after the cancellation of the registrations of the Registered User or termination of provision of the Services.

Article 21 Governing Law and Competent Court

The Terms of Service are executed in English and shall be governed by the laws of Japan, excluding the United Nations Convention on Contracts for the International Sale of Goods. Any and all disputes arising out of or in relation to the Terms of Service shall be subject to the exclusive jurisdiction as first instance of the Tokyo District Court.

Article 22 Good Faith Consultation

Any and all matters not provided for herein and any and all questions concerning the construction hereof shall be sought to determine or solve through mutual consultation in good faith between the Company and the Registered Users concerned as soon as possible.

Chapter 2 Safie PRO

Article 23 Application

This Chapter shall be applied to individuals/entities desiring to enter into or having entered into a Service Agreement provided for in the following Article with the Company, out of the Registered Users.

Article 24 Service Agreement

1. The Registered User shall apply for the use of Safie PRO in the manner designated by the Company, after understanding and approving the details of Safie PRO and the Terms of Service, and the Registered User shall use Safie PRO based on the Terms of Service approved.
2. The Registered User desiring to use Safie PRO shall apply for the use of Safie PRO in the manner separately stipulated in the Website, etc., after confirmation of the method of registration necessary for the use of Safie PRO set forth on the Website, etc. and accept on the Terms of Service, other rules related thereto and the details of Safie PRO. The Registered User who has applied for the use of Safie PRO shall be regarded as having agreed to the Terms of Service, other rules related thereto and the details of the Services, etc.
3. The Company having received an application for the use of Safie PRO based on the immediately preceding paragraph shall examine the application and, if accepting the application, give the applicant the qualification to use Safie PRO, at which point of time the Service Agreement of Safie PRO shall be established between the Company and the applicant.
4. The Registered User having entered into the Service Agreement of Safie PRO may, during the effective period of the Service Agreement, use Safie PRO pursuant to the Terms of Service and in the manner designated by the Company.
5. The effective period of the Service Agreement of Safie PRO shall be as follows:
 - (1) Case where the effective period is specified in the form of the application for Safie PRO provided for in paragraph 1 of this Article: Such effective period
 - (2) Case where no effective period is specified in the form of the application for Safie PRO provided for in paragraph 1 of this Article: Period from the conclusion date of the Service Agreement based on paragraph 3 of this Article to the last day of the month to which the first anniversary date of the conclusion date of the Service Agreement belongs
 - (3) Notwithstanding the preceding two items, if the registration of the Registered User concerned is cancelled or the provision of the Services terminates, the effective period of the Service Agreement shall end as of the earlier of the above dates of cancellation or termination.
6. If the Registered User does not propose the non-renewal, change in contractual conditions, etc. of the Service Agreement in writing not later than one (1) month prior to the expiration of the Service Agreement in the manner designated by the Company, the effective period of the Service Agreement shall be automatically renewed with the same terms and conditions (however, the provisions of a free use period shall not be

applied), which shall continue to be applied subsequently; provided, however, that if the Registered User fails to pay the service fee provided for in the immediately following Article not later than the due date thereof, the Company may terminate the provision of the Services.

7. After the conclusion of a Service Agreement, the Registered User shall not cancel the Service Agreement during the effective period thereof. If the whole or part of a Service Agreement is voluntarily terminated by the Registered User or a Service Agreement is cancelled due to a reason attributable to the Registered User, the Registered User shall be obligated to pay the Company the service fee of Safie PRO for the period up to the expiration of the Service Agreement as a penalty.

Article 25 Service Fee and Manner of Payment

1. Each Registered User shall pay the service fee of Safie PRO of an amount specified in the Service Agreement concerned in the manner designated by the Company. Transfer fees shall be borne by the Registered User.
2. Notwithstanding the immediately preceding paragraph, if the Registered User enters into a Service Agreement with the Company through the intermediation by an agent designated by the Company or purchases Safie PRO from a distributor designated by the Company, the Registered User shall pay the service fee separately agreed with the Company or the distributor.
3. If the Registered User falls in arrears of a service fee, the Registered User shall be obligated to pay the Company the delay damages for such delay as calculated at the annual rate of fourteen point six percent (14.6%).

Article 26 Use of SIM Card

1. If, in using Safie PRO, the Registered User uses a SIM card designated by the Company, the Registered User shall not use the SIM card other than in relation to Safie PRO. If the Registered User's use of the SIM card for any purpose other than that permitted is found, the Company may suspend the Registered User's use of Safie PRO or the SIM card without the need to give prior notice or demand the correction thereof.
2. The Registered User using a SIM card provided for the above acknowledges and agrees that if the telecommunication carrier providing the services concerning the Company-designated SIM card performs any restriction on communication, suspension of services, etc., the Company shall not be liable therefor to the Registered User.

3. If the Registered User uses a SIM card designated by the Company for Safie PRO, the Registered User shall pay an amount specified by the Company at the occasion of application as the packaged service fee, including the SIM card use fee, in the manner designated by the Company. The Registered User using a SIM card acknowledges and agrees that the packaged service fee, including the SIM card use fee, may be revised based on a change of the charge by a telecommunication carrier, etc. and, if so revised, the Registered User shall pay the fee after the revision.

Article 27 Optional Services, etc.

1. The Company may provide optional services accompanying or related to Safie PRO. With respect to such optional services, the Terms of Service shall be applied in the same manners as those stipulated for the Services herein unless otherwise decided by the Company.
2. The Company may provide services associated with Safie PRO (hereinafter referred to as the “Associated Services”). With respect to the Associated Services, too, The Terms of Service shall be applied in the same manners as those stipulated for Safie PRO, unless otherwise decided by the Company.
3. Notwithstanding Article 25, paragraph 2, the service fees of optional services and the Associated Services shall be of amounts agreed between the Company and each Registered User and the Registered User shall pay such agreed amounts in a manner designated by the Company.

Article 28 Safie Visitors Service

1. Safie Visitors Service (hereinafter referred to as the “Visitors”) is optional service enabling the recognition and attribute analysis of a person through analyzing the Video Data shot by Safie PRO.
2. Each Registered User using Safie PRO and the Visitors represents and warrants that the Registered User will, in using them, comply with the APPI, etc., appropriately handle the Personal Information as a personal information handling business operator and adopt and work appropriate safety control measures.
3. The Registered User using Safie PRO and the Visitors represent and warrant that the Registered User will not infringe the personal rights of third parties in using such services.
4. The Registered Users entrust the Company with processing the Personal Information obtained by the Registered Users through the use of Safie PRO and the Visitors, and the Company shall process the Personal Information as a person entrusted with a part

of the process of Personal Data defined in Article 16, paragraph 3 of the APPI.

5. The Registered User shall acknowledge and agree that the accuracy of the recognition, attribute analysis, etc. of persons shot as performed by the Company as the Visitors will not be warrantied and there may occur non-recognition or misrecognition of persons due to any defect, disturbance, mal-functioning, failure, etc. in or of the Hardware or other devices, software or communication network used for the Visitors. The Company shall not be liable at all for the case where the Registered User suffers damage due to the use of the Visitors, except if the result is attributable to the Company's willful misconduct or gross negligence.
6. The Company shall assist the Registered Users to comply with the APPI, etc. in use of Safie PRO and the Visitors as the Company considers necessary.

Article 29 Safie Entrance Service

1. Safie Entrance Service (hereinafter referred to as "Entrance") is an optional service enabling the attendance management and the electronic lock function through beforehand recording the Video Data shot by Safie PRO and recognizing persons included in the Video Data.
2. Paragraphs 2 to 6 of Article 28 shall be mutatis mutandis applied to Entrance Services. In such corresponding application, the term "Visitors" in paragraphs 2 to 6 shall be read as "Entrance" and the expressions "recognition, attribute analysis, etc. of persons shot" and "non-recognition or misrecognition of persons" in paragraph 5 shall respectively be read as "recognition of persons" and "failure to recognize or misrecognition".

Article 30 Safie AI People Count Service

1. Safie AI People Count Service (hereinafter referred to as "AI People Count") is an optional service enabling the counting of the number of persons, etc. through analyzing the Video Data shot by Safie PRO and locating the positions of persons included in the Video Data.
2. Paragraphs 2 to 6 of Article 28 shall be mutatis mutandis applied to AI People Count. In such corresponding application, the term "Visitors" in paragraphs 2 to 6 shall be read as "AI People Count" and the expressions "recognition, attribute analysis, etc. of persons shot" and "non-recognition or misrecognition of persons" in paragraph 5 shall respectively be read as "locating of the positions of persons included in Video Data and counting of the number of persons, etc." and "failure to locate positions or miscounting".

Article 31 AI-App People Counting Service

1. AI-App People Counting Service (hereinafter referred to as “AI-App People Count”) is an optional service enabling, through analysis of the Video Data shot by Safie PRO, the locating of the positions of persons included in the Video Data, detection of staying and counting of the number of persons, etc.
2. Paragraphs 2 to 6 of Article 28 shall be mutatis mutandis applied to AI-App People Count. In such corresponding application, the term “Visitors” in paragraphs 2 to 6 shall be read as “AI-App People Count” and the expressions “recognition, attribute analysis, etc. of persons shot” and “non-recognition or misrecognition of persons” in paragraph 5 shall respectively be read as “locating of the positions of persons included in the Video Data, detection of staying and counting of the number of persons, etc.” and “failure to locate positions or detect staying or miscounting”.

Article 32 People Detection Service

1. People Detection Service (hereinafter referred to as “People Detection”) is an optional service enabling, through analysis of the Video Data shot by Safie PRO, the locating of the positions of persons included in the Video Data, etc.
2. Paragraphs 2 to 6 of Article 28 shall be mutatis mutandis applied to People Detection. In such corresponding application, the term “Visitors” in paragraphs 2 to 6 shall be read as “People Detection” and the expression “recognition, attribute analysis, etc. of persons shot” in paragraph 5 shall be read as “locating of the positions of persons included in the Video Data, etc.”.

Data Processing Agreement

This Data Processing Agreement (“DPA”) supplements the Terms of Service between Safie Inc. (“Company”) and Registered Users in relation to the processing of data that can directly or indirectly identify an alive individual (“Personal Data”) set forth in Thailand Personal Data Protection Act (“PDPA”). Capitalized terms used, but not defined, in this DPA are defined in the Terms of Service.

1. Nature of the Data and Role of the Parties.

The rights and obligations in this DPA apply solely to the processing of Personal Data in the Services by the Company on behalf of Registered Users. For the purposes of this DPA, the

parties acknowledge and agree that Video Data referred to in the Terms of Service also includes Personal Data.

2. Data Processing

- 2.1. The Terms of Service and this DPA constitute the Registered User's instructions to the Company to process Personal Data. The Company will use and process Personal Data in accordance with the Registered User's instructions in order to deliver the Services and to fulfill the Company's obligations under the Terms of Service and this DPA. The Company will inform Registered Users of any legal requirement which prevents it from complying with Registered User's instructions unless prohibited from doing so by applicable law or on important grounds of public interest.
- 2.2. The Company, its personnel, and Sub-Processors will only Process Personal Data to provide the Services and to fulfill the Company's obligations in the Terms of Service. The categories of Personal Data to be processed by the Company and the Processing activities to be performed under the Terms of Service are set out in Exhibit A.
- 2.3. The Company shall take reasonable steps to ensure the reliability of any employee, agent, or contractor of the Company who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to know/access the relevant the Personal Data to fulfill the Company's obligations in Terms of Service and comply with applicable laws. In addition, the Company shall ensure that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.4. When the provision of the Services to the Registered User is terminated, the Company will return the Personal Data to the sender or forwarder of the Personal Data, delete or destroy the Personal Data, or make the data subject unidentifiable, in accordance with the standards provided by the sender or forwarder. Upon completion of these measures, the Company will give written notice (including email) to that effect to the sender or forwarder.

3. Security.

- 3.1. The Company will implement technical and organizational measures as set forth by the Company in the applicable services.
- 3.2. The Company will promptly notify Registered Users as soon as possible, but no later than 72 hours if a Security Incident occurs. The Company will use commercially reasonable efforts to provide this notice after confirming the existence of the Security Incident. Provided, however, the Company may limit the scope of, or

refrain from delivering, any disclosures to the extent reasonably necessary to avoid compromising the integrity of the Company's security, an ongoing investigation, or any of the Company Registered User's or end user's data.

- 3.3 "Security Incident" means any actual unauthorized disclosure of or access to Personal Data, or compromise of the Company's systems that the Company determines is reasonably likely to result in such disclosure or access, caused by failure of the Company's security measures and excluding any unauthorized disclosure or access that is caused by Registered Users, including Registered Users' failure to secure equipment or accounts adequately.

4. Records

- 4.1 The Company shall maintain written, or electronic records of all categories of processing activities carried out on behalf of the Registered User.
- 4.2 The Company shall make available to the Registered User such information as is reasonably necessary for the Registered User's compliance with the obligations under PDPA, and allow for and contribute to audits with the following conditions by the Registered User at the Registered User's cost:
- (a) giving the Company reasonable prior notice of such information request, audit, and/or inspection being required;
 - (b) ensuring that all information obtained or generated in connection with such information requests, inspections, and audits is kept strictly confidential (save for disclosure to the competent official or as otherwise required by applicable law);
 - (c) ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to the Company's business and the business of other customers of the Company; and
 - (d) paying the Company's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

5. Data Subject Rights

Registered Users are responsible for responding to any request by a data subject to exercise their rights under applicable privacy laws. If the Company receives any such request in relation to the Personal Data, the Company will notify the Registered User of it, and direct the data subject to exercise his or her rights against the Registered User. The Company shall act in accordance with the Registered User's reasonable instructions when dealing with that request.

6. Using Sub-Processors

- 6.1 The Registered User consents and grants the Company authorization to appoint other entities as a data processor, as it deems appropriate, to perform as a sub-processor (“Sub-Processor”) in connection with the Company’s performance of the Service and the processing of Personal Data.
- 6.2 The Company shall ensure that it has a written contract with any Sub-Processors it engages to process Personal Data. Such contract must impose obligations on such Data Company equivalent to those set out in this Agreement and the Company shall ensure that the Data Company complies with those obligations.

7. Data Storage

- 7.1 The Registered User agrees that the Company may possess or store Personal Data in Japan, provided such possession or storage by the Company of Personal Data must (to the extent required under PDPA) be affected by way of appropriate safeguards and in accordance with PDPA. This provision constitutes the Registered User’s instructions with respect to the process of Personal Data.
- 7.2 Without prejudice to any other provision in this Agreement or the Principal Agreement, the Registered User shall fully indemnify and hold harmless the Company (and/or its representatives) against any loss which the Company (and/or its representatives) may suffer or incur arising from or in connection with any breach of this Article.

8. Effect of DPA

If a provision in this DPA conflicts with a provision in the Terms of Service, then this DPA will control with respect to the processing of Personal Data. The Terms of Service will remain in full force and effect and will be unchanged except as modified by this DPA. This DPA will terminate automatically upon expiration or termination of the Terms of Service.

Exhibit A
Details of Processing.

1. Subject Matter of the Personal Data Processing:
The provision of the Services by the Company to Registered Users.

2. Duration of the Personal Data Processing:
The term for the provision of the Service, and any period after the term prior to the Company's deletion of Personal Data.

3. Nature and Purpose of the Personal Data Processing:
To enable Registered Users to receive and the Company to provide the Services.

4. Categories of Personal Data to be processed:
The Personal Data that will be included in Video Data will depend upon the Registered User's use of the Services. To the extent the Video Data contains Personal Data, it may consist of identifying information of employees, contractors, collaborators of Registered User, or other third parties contained in movies, images, and other content or data in electronic form stored or transmitted via the Services.

5. Data Subjects:
The categories of data subjects will depend upon the Registered User's use of the Services. To the extent the Video Data contains Personal Data, it may concern employees, contractors, collaborators of the Registered Users, or any individuals whose information is stored by Registered Users in the Video Data.

【Effective Date: February 13, 2024】