

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 (Definitions) 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 (defined in Article 2 (Definitions)) concerning the use of the Services (defined in Article 2 (Definitions)) 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 (Definitions)) 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 compatible with 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 (User Registration);
 - (7) “Registered Information” has the meaning assigned thereto in Article 3 (User Registration);
 - (8) “Registered User” means an individual or entity having been registered as a user of the Services based on Article 3 (User Registration);
 - (9) “Services” means the cloud-type recording service provided by the Company under the name “Safie PRO” (including any service that succeeds such service in the event that the name or content of the service is changed for any reason, as well as services that allow recording, storage, or viewing on-premises environments; 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 Services are 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 or store in 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 or store any obscene information or information harmful to the youth;
 - (6) Conduct to transmit or store 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 or store 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 or store, 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 or store 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 or stored 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 or stored 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 or stored by him/her/it through the Services.
3. The Registered User agrees that Video Data transmitted or stored by the Registered Users through the Services will be transmitted to and stored on 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 or stored 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;
 - (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 (Conduct Prohibited), 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 will have agreed to their Personal Information being handled in accordance with the Privacy Policy.
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 (User Registration); 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

stores and/or distributes the Video Data provided by the Registered User in use of the Services, the Company does not warrant the continuous or uninterrupted storage or distribution of the Video Data and there may occur cases where the Video Data cannot be stored or distributed due to any defect, disturbance, malfunction or failure in or other issues in the Hardware or any other device, software or telecommunication network used for the Services and that the Video Data provided will be deleted upon the termination of the provision of the Services, for any reasons. The Company shall not be liable for any damage suffered by the Registered User due to the impossibility of the storing or distribution of the Video Data except in cases of willful misconduct or gross negligence by the Company.

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, unavailability 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

Following provisions 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:

- Paragraph 2 of Article 4 (Management of Password and User ID)
- Paragraph 2 of Article 5 (Conduct Prohibited)
- Paragraph 3 of Article 6 (Suspension of the Services, etc.)
- Articles 7 (Hardware and Other Equipment) through 10 (Personal Information and Privacy)
- Paragraph 3 of Article 11 (Services under Development)
- Paragraphs 2, 4 and 5 of Article 12 (Cancellation of Registration, etc.)
- Articles 13 (Disclaimer of Warranty and Liability) and 14 (Registered User's Liability for Compensation, etc.)
- Articles 17 (Assignment of Terms of Service, etc.) through 22 (Good Faith Consultation)
- Paragraph 7 of Article 24 (Service Agreement)
- Article 25 (Service Fee and Manner of Payment)(as far as there are any arrears)
- Paragraphs 2 and 3 of Article 26 (Use of SIM Card)
- Paragraph 3 of Article 27 (Optional Services, etc.)(as far as there are any arrears)
- Paragraphs 2 to 5 of Article 28 (Safie AI People Count Service)
- Paragraph 2 of Article 29 (AI-App People Count Service)(as far as paragraphs 2 to 5 of Article 28 are mutatis mutandis applied)
- Paragraph 2 of Article 30 (People Detention Service) (as far as paragraphs 2 to 5 of Article 28 are mutatis mutandis applied)
- Paragraphs 2 to 6 of Article 31 (AI-App Person Search Service)
- Paragraph 2 of Article 32 (Safie Security Alert Service)(as far as paragraphs 2 to 5 of Article 28 are mutatis mutandis applied)
- Paragraph 2 of Article 33 (AI-App License Plate Recognition Service)

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 (Service Fee and Manner of Payment), 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 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. The Registered User represents and warrants that, in using Safie PRO and the AI People Count, it shall comply with the APPI, etc., properly handle Personal Information as a personal information handling business operator that holds and controls such Personal Information in connection with AI People Count, and adopt and implement appropriate security control measures.
3. The Registered User represents and warrants that, in using Safie PRO and the AI People Count, it shall not infringe upon the personality rights of any third party.
4. With respect to Personal Information obtained by the Registered User through the use of Safie PRO and the AI People Count, the Company shall handle such Personal Information as a partial entrustment of the handling of personal data under the APPI and shall undertake the operation of such Personal Information on behalf of the Registered User.
5. The Registered User acknowledges and agrees that the accuracy of functions provided by the Company as part of the AI People Count, including, but not limited to, the detection of the positions of persons appearing in video footage and the counting of the number of such persons, is not guaranteed, and that failures in position detection or miscounts may occur due to defects, malfunctions, failures, or other issues in the Hardware or any other devices, software, or communication networks used for the AI People Count, or for other reasons. The Company shall not be liable for any damages suffered by the Registered User arising from the use of the AI People Count, except in cases of willful misconduct or gross negligence by the Company.
6. The Company shall provide the support that it deems necessary for the Registered User to comply with the APPI, etc. in connection with the use of Safie PRO and the AI People Count.

Article 29 AI-App People Count Service

1. AI-App People Count 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 detection of the positions of persons appearing in the Video Data, detection of prolonged presence, and counting of the number of persons, etc.
2. Paragraphs 2 to 6 of Article 28 (Safie AI People Count Service) shall be mutatis mutandis applied to AI-App People Count. In such corresponding application, the term “AI People Count” in paragraphs 2 to 6 shall be read as “AI-App People Count” and the expressions “the detection of the positions of persons appearing in video footage and the counting of the number of such persons ” and “failures in position detection or miscounts” in paragraph 5 shall respectively be read as “the detection of the positions of persons appearing in video footage, detection of prolonged presence, and the counting of the number of such persons” and “failures in position detection, failures in prolonged presence detection, or miscounts”.

Article 30 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 (Safie AI People Count Service) shall be mutatis mutandis applied to People Detection. In such corresponding application, the term “AI People Count” in paragraphs 2 to 6 shall be read as “People Detection” and the expression “the detection of the positions of persons appearing in video footage and the counting of the number of such persons ” and “failures in position detection or miscounts” in paragraph 5 shall respectively be read as “locating of the positions of persons included in the Video Data, etc.” and “failures to detect persons or misidentification of persons”.

Article 31 AI-App Person Search Service

1. The AI-App Person Search Service (hereinafter referred to as “AI-App Person Search”) is an optional service that analyzes Video Data captured through Safie PRO to enable the recognition and other processing of persons appearing in such video footage.
2. The Registered User represents and warrants that, in using Safie PRO and the AI-App Person Search service, it shall comply with the APPI, etc., properly handle Personal Information as a personal information handling business operator that holds and

controls Personal Information in connection with the AI-App Person Search, and adopt and implement appropriate security control measures.

3. The Registered User represents and warrants that, in using Safie PRO and the AI-App Person Search service, it shall not infringe upon the personality rights of any third party.
4. The Registered User represents and warrants that it shall use the AI-App Person Search in accordance with the compliance requirements separately prescribed by the Company.
5. With respect to Personal Information obtained by the Registered User through the use of Safie PRO and the AI-App Person Search, the Company shall handle such Personal Information as a partial entrustment of the handling of personal data under the APPI, and shall undertake the operation of such Personal Information on behalf of the Registered User.
6. The Registered User acknowledges and agrees that the accuracy of functions provided by the Company as part of the AI-App Person Search, including, but not limited to, the recognition and other processing of persons appearing in video footage, is not guaranteed, and that failures to detect persons or misidentification of persons may occur due to defects, malfunctions, failures, or other issues in the Hardware or any other devices, software, or communication networks used for the AI-App Person Search, or for other reasons. The Company shall not be liable for any damages suffered by the Registered User arising from the use of the AI-App Person Search, except in cases of willful misconduct or gross negligence by the Company.
7. The Company shall provide the support that it deems necessary for the Registered User to comply with the APPI, etc. in connection with the use of Safie PRO and the AI-App Person Search.

Article 32 Safie Security Alert Service

1. The Safie Security Alert service (hereinafter referred to as “Safie Security Alert”) is an optional service that analyzes Video Data captured through Safie PRO to perform processing such as detecting the positions of persons appearing in such video footage, and, upon detecting or sensing such persons, causes a Safie Security Alert-compatible device separately purchased by the Registered User (hereinafter referred to as the “Deterrence Device”) to emit light, sound, or other deterrent effects and notify the Registered User, only if the Registered User has enabled the notification settings. Persons or other targets detected while the notification settings are enabled are collectively referred to as “Unauthorized Entry, etc.”.

2. Paragraphs 2 to 6 of Article 28 (Safie AI People Count Service) shall be mutatis mutandis applied to Safie Security Alert. In such corresponding application, references to “AI People Count” in such paragraphs shall be deemed to be replaced with “Safie Security Alert,” references to “detection of the positions of persons appearing in video footage and the counting of the number of such persons” in paragraph 5 of Article 28 shall be deemed to be replaced with “detection of Unauthorized Entry, etc.,” and references to “failures in position detection or miscounts” shall be deemed to be replaced with “failures to detect persons or misidentification of persons.
3. In connection with Safie Security Alert, ownership of the Deterrence Device shall vest in the Registered User, and intellectual property rights in the Video Data shall vest in the Registered User or any person who has granted rights thereto to the Registered User. Any reporting, notification to authorities, or other responses based on notifications of the detection of Unauthorized Entry, etc. shall be carried out by the Registered User at its own responsibility, and the Company shall not be involved in any such actions (including on-site response to Unauthorized Entry, etc.). In addition, the Company does not engage in any activities for the purpose of identifying information that may lead to accidents or harm.

Article 33 AI-App License Plate Recognition Service

1. The AI-App License Plate Recognition Service (hereinafter referred to as “AI-App License Plate Recognition”) is an optional service that analyzes Video Data captured through Safie PRO to enable processing such as the detection of license plates of vehicles appearing in such video footage.
2. The Registered User represents and warrants that, in using Safie PRO and the AI-App License Plate Recognition, it shall comply with the APPI, etc., properly handle Personal Information as a personal information handling business operator that holds and controls Personal Information in connection with the AI-App License Plate Recognition, and adopt and implement appropriate security control measures.
3. The Registered User represents and warrants that, in using Safie PRO and the AI-App License Plate Recognition, it shall not infringe upon the personality rights of any third party.
4. With respect to Personal Information obtained by the Registered User through the use of Safie PRO and the AI-App License Plate Recognition, the Company shall handle such Personal Information as a partial entrustment of the handling of personal data

under the APPI, and shall undertake the operation of such Personal Information on behalf of the Registered User.

5. The Registered User acknowledges and agrees that the accuracy of functions provided by the Company as part of the AI-App License Plate Recognition, including, but not limited to, the detection of the positions of license plates appearing in video footage, is not guaranteed, and that failures to detect license plates or misrecognition may occur due to defects, malfunctions, failures, configuration changes, changes in installation location, or other issues in the Hardware or any other devices, software, or communication networks used for the AI-App License Plate Recognition, or for other reasons. The Company shall not be liable for any damages suffered by the Registered User arising from the use of the AI-App License Plate Recognition, except in cases of willful misconduct or gross negligence by the Company.
6. The Company shall provide the support that it deems necessary for the Registered User to comply with the APPI, etc. in connection with the use of Safie PRO and the AI-App License Plate Recognition.

DATA PROCESSING AGREEMENT

This Data Processing Agreement (“DPA”) is made and entered into between Safie Inc., a corporation organized and existing under the laws of Japan, having its head office at Sumitomo Fudosan Osaki garden tower, 1-1-1 Nishi Shinagawa, Shinagawa Ku, Tokyo (“Company”) and the Registered Users, as defined in the Terms of Service (collectively the “Parties” or individually a “Party”).

RECITALS

1. The Parties, in their performance of the obligations under the Terms of Service, seek to implement a data processing agreement that complies with the requirements of the current legal framework in relation to personal data processing, and cross-border personal data transfers, and with the Personal Data Protection Act B.E. 2562 (2019) (“PDPA”).
2. The Parties have agreed to enter into this DPA in supplement of the Terms of Service between the Parties in relation to the processing and transferring of personal data for the performance of their obligations under the Terms of Service.
3. The Parties mutually agree to apply the contractual clauses of the ASEAN Model Contractual Clauses for Cross-Border Data Flows (Controller–Processor Module) to this DPA. These clauses are recognized by the Personal Data Protection Committee of Thailand under the Notification of the Personal Data Protection Committee on Criteria for the Protection of Personal Data Sent or Transferred to a Foreign Country pursuant to Section 29 of the Personal Data Protection Act B.E. 2562 (2019), B.E. 2566 (2023), as an appropriate safeguard for cross-border transfers of personal data.
4. The Parties agree that this Agreement incorporates the substance of the ASEAN MCCs, with necessary adaptations to reflect the requirements of Thai law and the specific context of this Agreement, without affecting the essence of personal data protection.

AGREEMENT

NOW IT IS HEREBY AGREED AS FOLLOWS:

Article 1. Definitions

For the purpose of this DPA, the capitalized terms used in this DPA shall be defined as follows, any capitalized terms used, but not defined, in this DPA are defined in the Terms of Service.

- 1.1 "Applicable Law": Thailand’s Personal Data Protection Act B.E. 2562 (2019), its relevant sub-regulations relating to data protection (or are, minimally, relevant to the transfer of Personal Data) which the Data Controller or the Data Processor (or both) are subject to.
- 1.2 "Data Breach": Any loss or unauthorized use, copying, modification, disclosure, or destruction of, or access to, Personal Data transferred under this contract.

- 1.3 "Data Controller": The Registered User, as defined in the Terms of Service, who engages the Company to provide the Service under the Terms of Service and transfers Personal Data to the Company.
- 1.4 "Data Processor": the Company, as defined in the Terms of Service, which is engaged by the Registered User to provide the Service under the Terms of Service and receives Personal Data from the Registered User for Processing.
- 1.5 "Data Subject": a living natural person whose Personal Data is Processed under this DPA.
- 1.6 "Data Sub-Processor": Any person or legal entity that may be engaged by the Company to assist in the Company's Processing of Personal Data on behalf of the Registered User.
- 1.7 "Enforcement Authority": Thailand Personal Data Protection Committee, empowered by the PDPA to implement and enforce the PDPA.
- 1.8 "Personal Data": Any information relating to an identified or identifiable natural person transferred under this DPA.
- 1.9 "Processing": any operation or set of operations that are performed on Personal Data or on sets of Personal Data, whether or not by automated means, including, for example, collection, use and disclosure of Personal Data.

Article 2. Obligations of the Data Controller

The Data Controller warrants, represents, and undertakes that:

- 2.1 The Personal Data has been collected, used, disclosed, and transferred to the Data Processor in accordance with this DPA and PDPA. In the absence of such law, where reasonable and practicable, the Data Subject has been notified of and given consent to the purpose(s) of the collection, use, disclosure, and/or transfer of his/her Personal Data.
- 2.2 The Data Subjects are informed of the transfer of their Personal Data to the Data Processor outside Thailand, including the categories of data transferred, the purposes of transfer, and the safeguards in place under this DPA.
- 2.3 Any Personal Data that has been transferred under this DPA is accurate and complete to the extent necessary and relevant for the purposes identified by the Data Controller in order to comply with Article 2.1.
- 2.4 The Data Controller shall implement adequate technical and operational measures to ensure the security of the Personal Data during transmission to the Data Processor.
- 2.5 The Data Controller shall respond to enquiries from Data Subjects or Enforcement Authorities regarding the Processing of Personal Data by the Data Processor as required by the PDPA, including requests to access or correct Personal Data, unless the Parties have agreed in writing that the Data Processor shall so respond, and such delegation is permitted by the PDPA. Responses to such enquiries and requests shall be made within a reasonable time frame or within the time frame and in the manner, if any, required under the PDPA.
- 2.6 The Data Controller shall provide an effective means for the Data Subject to exercise the right to withdraw consent for the sending or transferring of Personal Data to third

parties or to withdraw consent for the use of Personal Data beyond the scope of the specified purposes. Upon receipt of such withdrawal, the Data Processor shall, upon instruction of the Data Controller, cease processing or transferring the relevant Personal Data, unless otherwise permitted under the Applicable Law.

Article 3. Obligations of Data Processor

The Data Processor warrants, represents and undertakes that:

- 3.1 The Data Processor shall Process the Personal Data only in compliance with the Data Controller's instructions and for the purposes described in Exhibit A.
- 3.2 The Data Processor shall not further disclose or transfer the Personal Data it receives from the Data Controller to another person, Enforcement Authority, or legal entity, including to Data Sub-Processors, except as permitted under Article 7, or as otherwise required by Applicable Law.
- 3.3 The Data Processor agrees that prior to any disclosure or transfer of Personal Data to third parties, including to Data Sub-Processors, the Data Processor shall ensure that the third party shall be subject to and bound by the obligations of the Data Processor to the Data Controller.
- 3.4 The Data Processor shall promptly communicate and refer to the Data Controller any enquiries and requests from Data Subjects relating to the Personal Data transferred by the Data Controller, including requests to access, correct the Personal Data, or the withdrawal of Data Subject's consent relating to the Processing of the Personal Data, provided that the Data Subject has provided sufficient information for the Data Processor to identify the specific camera or footage from which the Personal Data was collected.
- 3.5 The Data Processor shall correct any error or omission in the Personal Data, or update the Personal Data reasonably as requested by the Data Controller, within a reasonable period or such other time frame required by the Applicable Law. With respect to any omission in the Personal Data, the Data Processor shall restore such data to the extent reasonably and technically feasible, based on the information available to the Data Processor at that time.
- 3.6 Upon the termination of the Terms of Service, this DPA or completion of Processing required under the Terms of Service or this DPA, the Data Processor shall, at the election of the Data Controller, return to the Data Controller the Personal Data held in its possession pursuant to this DPA, or cease to retain such Personal Data by deleting, destroying or rendering such Personal Data non-identifiable to the Data Subject in manner approved of by the Data Controller. In addition, upon the Data Controller's request, the Data Processor shall confirm to the Data Controller in writing that it has ceased to retain such Personal Data.
- 3.7 The Data Processor shall have in place reasonable and appropriate technical, administrative, operational, and physical measures, consistent with Applicable Law, to protect the confidentiality, integrity, and availability of Personal Data, in particular against risks of Data Breaches.

- 3.8 If the Data Processor becomes aware that a Data Breach has occurred affecting Personal Data in its possession or under its control, or in the possession or under the control of an importer of an onward disclosure or transfer of the Personal Data, it shall notify the Data Controller without undue delay, but no later than 48 hours.
- 3.9 The Data Processor shall promptly notify and consult with the Data Controller regarding any investigation regarding the collection, use, transfer, disclosure, security, or disposal of the Personal Data transferred under this DPA, unless otherwise prohibited under law.
- 3.10 The Data Processor shall provide prompt assistance to the Data Controller upon request for the purposes of Article 2.5; and where the Data Processor has agreed in writing, to respond to enquiries and requests from Data Subjects or Enforcement Authorities regarding its Processing of Personal Data when notified by the Data Controller.

Article 4. Records of Processing Activities

- 4.1 The Data Processor shall maintain written, or electronic records of all categories of processing activities carried out on behalf of the Data Controller (“Record”). The Record shall contain details as prescribed by Section 40(3) of the Applicable Law and any secondary legislation issued thereunder.
- 4.2 The above paragraph does not apply when the Data Processor is not required to maintain such Record according to the provisions of the Applicable Law and/or any second legislation issued thereunder.

Article 5. Audits

The Data Processor shall make available to the Data Controller such information as is reasonably necessary for the Data Controller’s compliance with the obligations under the Applicable Law, and allow for and contribute to audits with the following conditions by the Data Controller at the Data Controller’s cost:

- (a) giving the Data Processor 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 Data Processor’s business and the business of other customers of the Company; and
- (d) paying the Data Processor’s reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.

Article 6. Data Subject Rights

- 6.1 The Data Controller is responsible for responding to any request by a Data Subject to exercise their rights under the Applicable Law. Data Controller shall ensure to

establish an appropriate channel for the Data Subjects to submit such request or exercise their rights under the Applicable Law.

- 6.2 If the Data Processor receives any such request in relation to the Personal Data, the Data Processor will notify the Data Controller of such request and act in accordance with the Data Controller's reasonable instructions, provided that the Data Subject has provided sufficient information for the Data Processor to identify the specific camera or footage from which the Personal Data was collected.

Article 7. Using Sub-Processors

- 7.1 The Data Controller hereby acknowledges and agrees that the Processing of Personal Data by the Company for the purposes of customer support, system maintenance, troubleshooting, service operation, and related ancillary activities shall be deemed to be conducted pursuant to the Data Controller's instructions under this DPA.
- 7.2 The Data Controller hereby grants the Company a general authorization to engage Sub-Processors, including the Company's affiliated companies (such as Safie (Thailand) Co., Ltd.) and third-party service providers, for the purposes described in Clause 7.1, provided that such Sub-Processors are subject to written obligations that are no less protective than those set out in this DPA.
- 7.3 The Company shall maintain an up-to-date list of Sub-Processors engaged for the purposes described in Clause 7.1 and shall make such list available to the Data Controller upon request or by other reasonable means designated by the Company. The provision of such list shall constitute sufficient notice to the Data Controller for the purposes of this DPA, and no separate or individual notice of the engagement of a Sub-Processor shall be required.
- 7.4 The Data Processor shall remain liable to the Data Controller for any act or omission of such Sub-Processor that results in a breach of this DPA or Applicable Law.

Article 8. Data Storage

The Data Controller agrees that the Data Processor may possess or store Personal Data in Japan, provided such possession or storage by the Data Processor of Personal Data must (to the extent required under Applicable Law) be affected by way of appropriate safeguards and in accordance with the Applicable Law. This provision constitutes the Data Controller's instructions with respect to the process of Personal Data.

Article 9. Individual Remedies:

- 9.1 The Parties acknowledge that the law of Thailand confers a right on Data Subjects to enforce the data protection warranties and undertakings of this DPA as third-party beneficiaries. The Parties agree that this contract shall uphold such rights of Data Subjects under Thai law.
- 9.2 Data Subjects may enforce Articles 2.1 and 2.5 against the Data Controller as third-party beneficiaries.

- 9.3 Data Subjects may enforce Article 3.4 against the Data Processor as third-party beneficiaries. In order for the Data Processor to act on any request made by a Data Subject pursuant to Article 3.4, the Data Subject must provide sufficient information to enable the Data Processor to identify the specific camera or footage from which the Personal Data was collected. If such information is not provided, the Data Processor may be unable to fulfil the request.
- 9.4 Data Subjects can enforce against Sub-Processors Articles 2.1, 2.5 and 3.4 when both the Data Controller and Data Processor have ceased operations, ceased to exist in law, or transferred all or substantially all of their assets to a non-associated entity such that the non-associated entity has assumed the legal obligations of the Data Controller by contract or operation of law.
- 9.5 To the extent authorized by Applicable Law, Data Subjects may obtain compensation for breaches of this DPA by either the Data Processor and/or Data Controller (as prescribed by Applicable Law or, if such law is silent on the allocation of compensation, then from both the Data Processor and Data Controller in equal shares).
- 9.6 The Parties do not object to a Data Subject being represented by another body if the Data Subject expressly wishes so and such representation is permitted by Applicable Law.

Article 10. 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.

Article 11. Miscellaneous

- 11.1 Save as expressly provided herein, no amendment or variation of this DPA is effective, unless in writing and signed by the parties or representatives duly authorized by each Party.
- 11.2 Any liability arising out of or in connection with this DPA shall be governed by the Terms of Service. In the event of a conflict, this DPA shall prevail only with respect to Personal Data processing obligations and shall not affect the liability limitations outlined in the Terms of Service.
- 11.3 If any provision of this DPA is deemed illegal, invalid or unenforceable in any jurisdiction, such provision is deemed null and void, but this DPA remains in force in all other respects.
- 11.4 This DPA is drawn up in the English language. This Agreement might be translated into any language other than English; provided, however, the English text prevails in any event.
- 11.5 With respect to the Personal Data Processing and transfer under this DPA, this DPA is governed and construed in accordance with the laws of Thailand, without regard to its conflict of law rules.

11.6 Any and all disputes, controversies, or differences arising out of or in relation to this DPA shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of The Japan Commercial Arbitration Association. The place of the arbitration shall be Tokyo, Japan. The number of the arbitrators shall be three (3). The arbitral proceedings shall be conducted in Japanese.

Exhibit A

Details of Processing.

1. Subject Matter of the Personal Data Processing:

The provision of the Services by the Data Processor to Data Controller.

2. Duration of the Personal Data Processing:

The term for the provision of the Service, and any period after the term prior to the Data Processor's deletion of Personal Data.

3. Nature and Purpose of the Personal Data Processing:

To enable Data Controller to receive and the Data Processor to provide the Services.

4. Categories of Personal Data to be processed:

The Personal Data that will be included in Video Data (as defined in the Terms of Service) will depend upon the Data Controller'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 Data Controller, 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 Data Controller's use of the Services. To the extent the Video Data contains Personal Data, it may concern employees, contractors, collaborators of the Data Controller, or any individuals whose information is stored by Data Controller in the Video Data.

【Effective Date: February 13, 2024】

【Last Updated: April 9, 2026】