

Terms of Use for Savespace

Article 1 (Purpose)

1. These Terms of Use (these “**Terms of Use**”) are applicable to all Users using “Savespace” (the “**Services**”) provided and operated by **NewNet, Inc.** (the “**Company**”). Users shall use the Services upon agreeing to these Terms of Use.
2. These Terms of Use stipulate terms and conditions for using the Services. All Users of the Services must use the Services in accordance with the conditions as stated in these Terms of Use as applicable, including age and usage.
3. By agreeing to these Terms of Use, any User enters into a service agreement concerning the Services (the “**Agreement**”) between the Company.

Article 2 (Contents of the Services)

1. The Services allow Users to save, manage, search, and share bookmarks.
2. The Company may use AI in the operation of the Services to respond to Users' instructions. Therefore, Users acknowledge in advance that responses generated by the Services are automatically produced based on data that Users have pre-trained into the Services, that these responses may contain inaccurate information, and that the Company does not guarantee the accuracy or correctness of the generated responses.

Article 3 (Conditions for Providing the Services)

1. The Company may suspend or change all or part of the Services without notifying Users of such suspension or change for any reason, including due to maintenance or adding new functions.
2. The Company may establish separate regional restrictions, and other limitations or terms of use for Users of the Services. Users are required to comply with these restrictions and terms. If the User is a minor, the User must obtain comprehensive consent from their parent or other legal guardian in advance before using the Services.
3. Users agree in advance that the Services might not operate correctly depending on Users’ devices and usage environments.

Article 4 (Intellectual Property Rights)

1. Any information or contents provided, regardless of methods or manners of such provision, in the Services (collectively, “**Company Contents**”) belong to the Company or to the licensors granting licenses to the Company and do not belong to any User. Users must not engage in any secondary usage of the Company Contents, including reproducing, distributing, reprinting, transmitting, publicly transmitting, modifying, or adapting the Company Contents.
2. If Users breach any provision of this Article 8 and cause any damage to the Company, such Users must resolve such damage at their sole cost and expense and take the appropriate measures to hold the Company harmless from any disadvantage, burden or damage.
3. If the User saves a bookmark on the Services, regardless of whether the content is subject to copyright, the Company may obtain the bookmark's URL and the associated location information of the URL, and use this information free of charge for the purpose of providing and improving the Services.

Article 5 (Usage Fees)

1. Users may only make payments for the usage fees related to the Services through the methods specified by the Company.
2. The Company shall not be obligated to refund any usage fees paid by Users for any reason.

Article 6 (Management of Communication Devices)

1. Users shall, at their own expense and responsibility, provide all necessary equipment, communication means, and transportation means required to receive the Services. Additionally, any communication costs incurred in using the Services shall be borne entirely by the Users.
2. Users shall be responsible for the management of their communication devices. Users shall bear any damages resulting from inadequate management, operational errors, or use by third parties of their communication devices, and the Company shall not be held responsible for any such damages unless they are due to the Company's willful misconduct or negligence.
3. If there is a risk that a third party might use a User's communication device, the User shall immediately notify the Company and follow any instructions provided by the Company.

Article 7 (Prohibited Acts)

1. Regarding Users' use of the Services, the Company prohibits any of the acts in the following items:
 - (a) acts that breach these Terms of Use;
 - (b) acts that violate or likely violate proprietary and personal rights, including Intellectual Property Rights, patent, utility model, design, trademark, copyright and publicity rights of the Company or any third party including a licensor granting a license to the Company;
 - (c) acts that cause or likely cause any disadvantage or damage to the Company or any third party;
 - (d) acts that unlawfully damage or likely damage the honor, right, or credit of other persons;
 - (e) acts that breach any rules including laws, regulations, and municipal ordinances;
 - (f) acts that damage or likely damage any public policy, and acts that provide other Users or any third party with information which likely damage any public policy;
 - (g) criminal acts, any acts which lead to criminal acts, or acts to instigate or likely instigate such acts;
 - (h) acts related to criminal proceeds, acts related to the provision of funds for terrorism, or acts suspected of being related to either of these;
 - (i) acts that provide false information or information that is likely false;
 - (j) acts that prevent or likely prevent the Services from its normal operation, including unlawful access to the Company's systems, or that falsify program codes, falsify location information, cheat using any Communication Equipment and applications, and spread any computer virus;
 - (k) acts that use a macro program or any function or tool enabling automatic manipulation;
 - (l) acts that damage or likely damage the credibility of the Services;
 - (m) acts that cause any negative influence upon young people or their sound growth;
 - (n) acts that pretend to be a third party and use the Services, such as using other Users' accounts;
 - (o) acts that are or may be connected to crimes such as fraud, illegal trading of bank accounts, and mobile phones.; or
 - (p) any other acts which the Company reasonably deems inappropriate.
2. Users and the Company assure that Users and the Company will not engage, by themselves or through third parties, in any of the following acts:
 - (a) acts of violent demands.
 - (b) unjust demands exceeding legal responsibility.
 - (c) threatening behavior or use of violence in relation to transactions.
 - (d) acts of damaging the reputation of the other party or interfering with the other party's business operations by spreading rumors or using deceit or force.
 - (e) other acts similar to those listed above.
3. If the Company considers that any acts of Users fall under any of the items in paragraph 1 or paragraph 2, the Company may take any or all of the following measures, without notifying such Users in advance:
 - (a) limit usage of the Services;
 - (b) terminate the Agreements; and

- (c) take any other measures which the Company reasonably deems necessary.

Article 8 (Termination for Cause)

1. The Company may unilaterally terminate the Agreements with Users if such Users fall under any of the categories in the following items:
 - (a) if a User or Users have been subject to any disposition, including termination, by the Company before;
 - (b) if a person including a User's heirs inform the Company of such User's death or if the Company confirms such User's death;
 - (c) if a minor uses the Services without the consent of the minor's legal representative;
 - (d) if an adult under guardianship, a person under curatorship, or a person under other similar assistance uses the Services without the consent of his or her adult guardian, curator or assistant;
 - (e) if a User is subject to seizure, provisional seizure, provisional disposition, compulsory execution, auction, delinquency disposition, or any other action by public authorities;
 - (f) if a petition for the commencement of bankruptcy proceedings, civil rehabilitation proceedings, corporate reorganization proceedings, or other legal insolvency proceedings is filed against or by the party, or if private settlement proceedings are initiated;
 - (g) if payment is suspended or the party falls into a state of insolvency;
 - (h) if Users do not respond to the Company's request promptly; or
 - (i) if the Company reasonably deems it necessary to terminate the Agreements with Users.
2. Besides the immediately preceding paragraph, the Company may unilaterally terminate the Agreements with such Users by giving notifications to such Users no later than thirty (30) days before such termination

Article 9 (No Guarantee and Disclaimer)

1. The Company makes no guarantees regarding the completeness, accuracy, or effectiveness of the content of the Services. Additionally, the Company does not guarantee that the Services will be free from interruptions, suspensions, or other disruptions.
2. When using the Services, Users may be directed to other services operated by third parties related to the Services ("**External Services**"). In such cases, Users shall use the Services and External Services at their own responsibility and expense, agreeing to the terms of use of the External Services. The Company makes no guarantees regarding the completeness, accuracy, or effectiveness of the content of the External Services.
3. Users must use the Services within the scope permitted by all applicable laws and regulations. The Company will not be responsible for any breach of laws or regulations of any countries, including Japan, by Users.
4. The Company will not be responsible for any damage caused by theft of information including User Information stored in the Services due to unforeseen acts, including unlawful access by any third party.
5. The Company will not be responsible for any non-performance of a part or all of obligations under the Agreements due to force majeure events beyond the Company's control, including an act of God, fire, labor strike, trade suspension, war, civil war, and outbreak of an infectious disease.
6. In the event of any dispute between the User and a third party arising from the use of the Services (whether within or outside the Services), the Company shall bear no responsibility, and the User shall resolve the issue at their own expense and responsibility.

Article 10 (Compensation for Damages)

1. Users must compensate the Company for any damages arising from any breach of these Terms of Use or use of the Services (including lost profit and attorneys' fees).

2. Notwithstanding other provisions of these Terms of Use and subject to next following paragraph, if the Company causes damages to Users for a reason attributable to the Company, the Company's compensation for such damages will be limited to amounts specified in the following items:
 - (a) if the damages are caused by the Company's willful misconduct or gross negligence: the total amount of such damages; or
 - (b) if the damages are caused by the Company's negligence other than gross negligence: ordinary damages which are caused actually and directly by such negligence (excluding special damages, lost profit, indirect damages and attorneys' fees) or the amount equal to the usage fee for one (1) month, whichever is lower.
3. Notwithstanding the immediately preceding paragraph, if a User is a corporation or uses the Services for its business purpose, the Company shall not be responsible for any damage incurred by such User in connection with the Services, except for gross negligence or willful misconduct by the Company.

Article 11 (Discontinuation of the Services)

The Company may discontinue the Services at its sole and reasonable discretion.

Article 12 (Assignment of Status)

Neither Users nor the Company may, without the prior written consent of the other party, assign the contractual status under the Agreements or these Terms of Use to a third party, assign all or part of its rights and obligations under the Agreements or these Terms of Use to a third party, or encumber its rights under the Agreements or these Terms of Use as collateral; provided, however, that if the Company transfers any business related to the Services to a third party, the Company will be entitled to assign, in connection with such transfer of business, Users' contractual status under the Agreements, the rights and obligations under the Agreements, and Users' use record and other information stored in the Services to the transferee of such transferred business and Users hereby agree in advance to such assignment.

Article 13 (Personal Information)

The Company will handle personal information in connection with the Services, pursuant to the "Privacy Policy" stipulated by the Company.

Article 14 (Severability)

1. If a provision of these Terms of Use is held invalid under any applicable law, such invalidity will not affect any other provisions of these Terms of Use that can be given effect without the invalid provision.
2. If a provision of these Terms of Use is held invalid under any applicable law in relation to a part of Users, such invalidity will not affect any provision of these Terms of Use in relation to the other Users.

Article 15 (Term of the Agreement)

The Agreement is valid from the date of such Agreement until the User ceases to use the Services; provided, however that the provisions of Articles 4 (Intellectual Property Rights), 9 (No Guarantee and Disclaimer), and 10 (Compensation for Damages), Articles 12 (Assignment of Status) to this Article, and Articles 17 (Governing Law) and 18 (Jurisdiction) will survive the termination of the Agreement and will remain in full force and effect after the termination of the Agreement.

Article 16 (Amendment)

1. The Company may amend these Terms of Use in accordance with Article 548-4 of the Civil Code of Japan in any of the following events and the amended Terms of Use shall apply to agreements after such amendments:
 - (a) if the amendment to these Terms of Use aligns with the general interest of Users; or
 - (b) if the amendment to these Terms of Use does not conflict with the purpose of the Agreements, and it is reasonable in light of the circumstances concerning the amendment such as the necessity of the amendment, the appropriateness of the details of the amended conditions, and the details of such provisions.
2. If the Company intends to amend these Terms of Use, the Company will specify the effective date of such amendment, and notify the Users of its intention to amend these Terms of Use, the details of the amended terms of these Terms of Use, and the date of such amendment, by a method designated by the Company in no later than two (2) weeks before such amendment.
3. Notwithstanding preceding two paragraphs, Users will be deemed to have agreed to such amendment if the User uses the Services or do not terminate the Agreement within certain period specified by the Company after receiving such notification of the amendments pursuant to the immediately preceding paragraph from the Company.

Article 17 (Governing Law)

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

Article 18 (Jurisdiction)

Any dispute between Users and the Company will be adjudicated in the Tokyo District Court as the court of first instance.

Article 19 (Miscellaneous)

1. Users must follow any guidelines separately stipulated by the Company regarding any matter not covered in these Terms of Use. In this case, such guidelines will constitute as an inseparable part of these Terms of Use.
2. Guidelines as stipulated in the immediately preceding paragraph will be effective the moment such guidelines are published or announced on the place designated by the Company.
3. If there is any conflict between such guidelines as stipulated above and these Terms of Use, these Terms of Use will prevail.

Supplemental Provisions:

Established and became effective as of September 19th, 2024