

■ PORTERS IMEX Terms of Use

Effective date: January 12,2024

A Customer using the IMEX Service (“IMEX”) provided by PORTERS Corporation (“PORTERS Corp.”) shall be deemed to have agreed to the following provisions and conditions simultaneously when the Customer has applied for the use thereof. The “Customer” means an individual or corporation that registers itself on the IMEX or uses the IMEX.

【Scope of Granted Use】

PORTERS Corp. shall provide IMEX to the Customer under the terms and conditions set out in the Terms of Use, and the Customer shall use and display IMEX as well as visuals and documents displayed by IMEX (hereinafter collectively referred to as “Content”) only for the purpose of the Customer’s company’s internal affairs in accordance with the Terms of Use.

【User Account】

A user account shall be necessary to access the IMEX and only the individual who has its user account registered shall be permitted to access the IMEX. In registering the Customer itself on the IMEX and using the IMEX, the Customer shall submit current and accurate information on the corporations to which it belongs and on itself. In addition, the Customer shall promptly update the information in case of any change to these matters.

【Functions of IMEX】

IMEX provides the Customer with the following functions. The Customer agrees that with the following functions, IMEX receives, and forwards to PORTERS (“PORTERS”) or an external medium, or outputs to a CSV file, data and information the Customer stored or acquired in an external medium or in PORTERS, or edit information for forwarding or output to a CSV file.

1. Forwarding of job applicant information entered in the Customer account of an external medium to the Customer account of PORTERS;
2. Output of job applicant information entered in the Customer account of an external medium to a CSV file;
3. Function settings for output to a CSV file or forwarding;
4. Forwarding of job offer information stored in the Customer account of PORTERS to the Customer account of an external medium.

【Period of Use and Termination of Use】

1. The Customer can start the use of IMEX, if the Customer submits an application for the use of PORTERS IMEX to PORTERS, and PORTERS receives it.
2. The Customer can cancel the use of IMEX at any time by giving notice to PORTERS Corp. in writing or by e-mail.
3. If the Customer cancels the use of all user accounts on PORTERS, the Customer shall be deemed to have in advance agreed to cancel the use of the last user account on PORTERS after cancelling the use of IMEX.

【Optional Services】

To use the paid optional service the designated use application form is required. If the Customer terminates the use of all of its user accounts of the PORTERS or the IMEX, the use of the optional services of the IMEX shall also be terminated. PORTERS Corp. shall not be obliged to maintain the data stored by the Customer on the PORTERS and the IMEX in connection with its use of the optional services or to transfer the data to the Customer or any other party.

【Introduction/Operation Consulting Service】

1. If the Customer applies for the use of an introduction/operation consulting service by a use application form, PORTERS Corp. shall perform its introduction/operation consulting service specified in the use application form as requested by the Customer. The Customer shall provide cooperation necessary for the introduction/operation consulting service.
2. If any due date for the completion of an introduction/operation consulting service is fixed and any of the following events occurs, PORTERS Corp. may have a claim to change the due date for the completion without any responsibility for delay:
 - (1) If there is any error or inappropriate part in any materials and information required for the performance of an introduction/operation consulting service or any instructions, etc., of the Customer (including parties involved with the Customer, such as third parties requested by the Customer), or any delay in provision or decision-making thereof by the Customer, and the progress of the service is hindered;
 - (2) If there is any delay in provision of the Customer's cooperation in the performance of the service and the progress of the service is hindered;
 - (3) If there is any change in the content of the service or its specifications after the commencement of the service;
 - (4) If there is any natural disaster or any other event beyond PORTERS Corp.'s control, and the progress of the service is hindered.
3. If an introduction/operation consulting service includes the production of any products and in such a product there is any defect which does not satisfy the specifications confirmed by the Customer ("Defect") and the Customer requests PORTERS Corp. correct the Defect not later than six (6) months from the Date of Commencement of Billing, PORTERS Corp. shall correct the Defect of such a product free of charge. However, this defect liability shall not apply, if the Defect is caused by the provision of materials and information by the Customer or any instructions, etc., of the Customer (including parties involved with the Customer, such as third parties requested by the Customer). Except for the express warranties set forth in the Terms of Use, PORTERS Corp. expressly disclaims any other warranty, liability for damages, and any other liabilities with respect to the quality of such a product.

【Usage Charges and Method of Payment】

1. The usage charges for the user accounts and optional services of the IMEX shall be billed in accordance with the List of Charges of the IMEX set up by PORTERS Corp.
2. The Customer shall pay usage charges, introduction/operation consulting fees, and incidental costs for the current month by the end of the following month based on the invoice issued by PORTERS Corp.
3. The payment method of the usage charges and the introduction/operation consulting fee and incidental costs will be agreed between the Customer and PORTERS Corp. If there isn't any payment method agreement, payment of the usage charges and the introduction/operation consulting fee and incidental costs shall be made by remittance to the bank account designated by PORTERS Corp. and in this case, charges for the remittance to the bank account shall be paid by the Customer.
4. In the case where the Customer is delayed in payment of the usage charges, the Customer shall pay, in addition to the usage charge, a late payment charge calculated at the rate of 14.6% per annum of the unpaid amount until the charges have been paid in full.
5. In the case where the usage charges have not been paid in full by the Customer even after the lapse of thirty (30) days from the due date,

PORTERS Corp. may, without any notice or demand notification, suspend temporarily the Customer's use of the IMEX or invalidate the Customer's account to terminate its use of the IMEX . PORTERS Corp. shall not be liable for any and all damages (including data, sales, profits, any other economic disadvantages, and also charges incurred in connection with the suspension of use, such as attorney's fees) caused to the Customer or a third party by the suspension or the termination of use.

【Revision of Usage Charge】

PORTERS Corp. shall be entitled to revise the usage charges by giving notice thereof at least three (3) months in advance of the intended revision and in the manner set forth in the "Notice" hereof. The Customer shall be deemed to have agreed to the revision when it has used the IMEX continuously after the revision.

【User's Responsibility】

The Customer shall be solely responsible for all its use of the IMEX and activities in its user account in the IMEX. When the Customer detects or suspects the IMEX or the Contents reproduced or distributed in breach of the Terms of Use, the Customer shall make its best effort to have such act terminated immediately. PORTERS Corp. shall not be held liable for any transmitted or received information, data, transactions made through the IMEX. In addition, any personal information, personal data, etc., stored through the IMEX ~~in the PORTERS HR Business Cloud~~ shall be properly managed and handled by the Customer at their responsibility in accordance with laws and regulations of the countries concerned, such as GDPR.

【Provision of technical services】

PORTERS Corp. will provide the following technical services.

- 1 PORTERS Corp. will strive to rectify and correct defects in good faith if any defect is found in IMEX during the Customer's usage period.
- 2 PORTERS Corp. will strive to thoroughly monitor the network or system, problem prevention, and confirmation of communication in the event of a failure.

【Prohibited Acts】

The following acts by the Customer shall be prohibited.

1. To distribute the IMEX or use it beyond the authorized scope of use;
2. To reproduce, or license, sell, transfer, make available, distribute or assign the Customer's license or the Contents to a third party;
3. To provide a "link" to the IMEX on the Internet or to "frame" the Contents on other server or equipment without the permission of PORTERS Corp.;
4. To disturb or disrupt any server or network connected to the IMEX services provided hereunder or to violate rules, policies or procedures of such network;
5. To harass or disturb other users with respect to their use of the services provided hereunder and enjoyment of the benefits thereof.

【Information and Data】

In the IMEX, any data and information input by the Customer or forwarded by the IMEX (hereinafter referred to as "Data") are automatically recorded in the server through the Internet connection by the software function without recognition by PORTERS Corp.. The Customer, rather than PORTERS Corp., shall be solely responsible for the accuracy, quality, legitimacy, legality, reliability, adequacy and copyright of the Data. PORTERS Corp. shall not be obliged to manage the Data received by the IMEX nor shall it be responsible, liable or under any obligation with

respect to deletion, modification, destruction, loss or unsuccessful storage of or damage to the Data. Any dispute arising between the Customer and any other users or third parties in relation to the above matter shall be settled by the Customer at its own responsibility and expense, and the Customer shall be liable for any expenses and damages incurred by PORTERS Corp.

【Property Right】

Except for those expressly granted in the Terms of Use, no right, title or interest to the IMEX and all Contents thereof shall not be granted to the Customer. PORTERS Corp. shall retain all property rights including the copyright and other intellectual property rights related to the IMEX or contents thereof.

【Confidentiality】

Both the Customer and PORTERS Corp. shall be under the obligation of confidentiality with respect to the confidential information of the Customer or PORTERS Corp. that the other party (the “Recipient”) have come to know in connection with the Terms of Use and the Customer’s use of the IMEX. The Recipient shall not use the other party’s confidential information for any purposes other than use or operation of the IMEX. The confidential information shall refer to the account information and entire stored data of the Customer and various types of business and management information related to operation and technology of the IMEX, with the exception of the information that (i) has already been publicized or is already known to the public; (ii) becomes publicly known and made generally available after receipt by the Recipient through no action or inaction of the Recipient; or (iii) is received by the Recipient from an unrelated third party with no confidentiality obligations attached.

【Exclusion of Anti-Social Forces】

1. Each party represents and warrants to the other party that it or its representative does not and will not fall under any item below:

(1) An organized crime group, a member of an organized crime group, a person for whom five (5) years have not elapsed since the time when the person ceased to be a member of an organized crime group, a quasi-organized crime group member, a company associated with an organized crime group, racketeer, a group engaging in criminal activities under the pretext of conducting social campaigns/political activities or a crime group specialized in intellectual crimes, and any other person equivalent to the persons listed above (hereinafter referred to as the “Member of Organized Crime Group, etc.”);

(2) Having a relationship in which the Member of Organized Crime Group, etc., is deemed to control the management;

(3) Having a relationship in which the Member of Organized Crime Group, etc., is deemed to be substantially involved in the management;

(4) Having a relationship in which it is deemed to unjustly utilize the Member of Organized Crime Group, etc., with an aim to earn unfair profits for itself, its company or any third parties or cause damage to third parties;

(5) Having a relationship in which it is deemed to be involved with the Member of Organized Crime Group, etc., such as providing funds, etc., and facilities;

(6) Any director or person who is substantially involved in its management has a socially stigmatized relationship with the Member of Organized Crime Group, etc.

2. Each party warrants to the other party that it will not, and will not cause any third party to, conduct any of the acts listed in items below:

(1) Act of violent demand;

(2) Act of unreasonable demand which is beyond legal responsibility;

(3) Act which uses threatening words and behavior or violence in relation to any transaction;

(4) Act of discrediting the other party by spreading false information, using fraudulent means or power, or act of obstructing the business of the other party;

(5) Any act equivalent to preceding items above.

【Indemnity】

The Customer shall indemnify and hold PORTERS Corp. harmless from and against any claim, cost, damage, loss, obligation and expense (including attorney's fees) arising from the use of the IMEX or violation of the Terms of Use by the Customer.

【Compulsory Termination】

In the case where the Customer fails to comply with the Terms of Use, or PORTERS Corp. deems that the Customer may violate the terms of **【Confidentiality】** or **【Prohibited Acts】** and gives written termination notice to the Customer at least 10 days prior to the termination date, PORTERS Corp. may, at its sole discretion, invalidate the Customer's password and account, have the Customer terminate its use of the IMEX provided hereunder. PORTERS Corp. shall not be liable for any damage caused by any measures stipulated in this clause hereof taken by PORTERS Corp.

【NO WARRANTY】

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE IMEX IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND EXCEPT FOR EXPRESS WARRANTIES CONTAINED IN THIS TERMS OF USE, PORTERS CORP. HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE IMEX, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF COMPATIBILITY WITH SYSTEMS AND DATA OF OTHER HARDWARES AND SOFTWARES, AND ACCRACY AND RELIABILITY OF DATA FORWARDED BY THE IMEX. PORTERS CORP. DOES NOT WARRANT THAT THE OPERATION OF THE IMEX WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE IMEX WILL BE CORRECTED. PORTERS CORP. HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY WEBSITES ON THE INTERNET LINKED VIA THE IMEX. The IMEX only provides links for the Customer's convenience, and PORTERS Corp. shall never be liable for any contents or products available on such websites. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PORTERS CORP. OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

【Limitation of Liability】

Liability of PORTERS Corp. in the case of occurrence of any claim shall be subject to the ceiling of the Monthly Charges that have been actually paid by the Customer to PORTERS Corp. during the period of six (6) months immediately before the occurrence of the causal event of the claim. PORTERS Corp. shall not be liable for any indirect, incidental, consequential or any other type of damage (including the failure to obtain data, sales, profit and other economic benefits). Furthermore, PORTERS Corp. shall not be liable for any contents obtained through the IMEX or any defect, inaccuracy, error or omission of the Contents or the IMEX regardless of the cause.

【Proposal】

PORTERS Corp. shall own all rights and interests (including all intellectual property rights concerned) in the proposal, ideas, feedback, recommendation or other information provided by the Customer concerning the IMEX.

【Suspension and Discontinuation of the PORTERS】

1. PORTERS Corp. shall be entitled to suspend all or a part of the IMEX with prior notice to the Customer if PORTERS Corp. performs inspection or maintenance work for the computer system related to the IMEX on a regular basis.
2. PORTERS Corp. shall be entitled to suspend or temporarily discontinue or change all or a part of the IMEX without prior notice to the Customer if:
 - (a) PORTERS Corp. performs inspection or maintenance work for the computer system related to the IMEX on an emergency basis;
 - (b) the computer system, communications lines or otherwise related to the IMEX do not operate or PORTERS Corp. deems is not likely to operate under normal and secured conditions because of any trouble that occurred to them;
 - (c) PORTERS Corp. deems it difficult to operate the IMEX because of fire, power failure and national disaster; or
3. PORTERS Corp. shall be entitled to suspend or temporarily discontinue or change the IMEX with at least one month's prior notice to the Customer if PORTERS Corp. deems it necessary to shut down or discontinue or change the IMEX because of business circumstances, economic status or otherwise.
4. The IMEX may be subject to change as a result of future improvement or addition of functions.
5. PORTERS Corp. shall not be liable for any damage caused by any measures stipulated in items 1 to item 4 hereof taken by PORTERS Corp.

【Notice】

Any notice given to the Customer by PORTERS Corp. shall be deemed to have arrived at the Customer when it is sent to the e-mail address of the Customer or posted on PORTERS Corp.' homepage.

【Amendment to the Terms of Use】

PORTERS Corp. may amend provisions of the Terms of Use at any time. Amendment to the Terms of Use shall be announced at least one (1) month prior to the proposed effective date of the amendment by presenting the amended Terms on the IMEX or giving the Customer the notice of the amended Terms, together with an express statement of the proposed effective date. The Customer shall be obliged to check the Terms for amendment on a regular basis. The Customer shall be deemed to have agreed to the amendment when the Customer continues to uses the IMEX on and after the effective date of the amendment to the Terms of Use.

【Questions】

Any question arising in connection with the Terms of Use shall be discussed in good faith between the Customer and PORTERS Corp.

【Miscellaneous】

1. The Terms of Use and the use of IMEX shall be governed by the laws of Japan, without reference to principles of conflicts of laws. The Tokyo District Court shall have exclusive jurisdiction over any claims arising in connection with the Terms of Use or IMEX and each party agrees to submit itself to such venue and personal jurisdiction. The Terms constitute the entire and exclusive agreement between the Customer and PORTERS Corp. concerning IMEX and supersede and replace any other agreement and conditions applicable to IMEX.

2. PORTERS Corp.' failure to exercise any provision of the Terms of Use shall not be deemed to be a waiver of PORTERS Corp.' right to exercise such provision in the future. Even if any provision of the Terms of Use is found to be unenforceable, the remaining provision thereof shall remain in full force and such unenforceable provision shall be replaced with an enforceable provision that reflects the intention of the parties as much as possible.

3. The Customer shall not transfer any rights under the Terms of Use; provided, however, that PORTERS Corp. may transfer its rights to its affiliated companies, subsidiaries or the successors to ownership of the business related to IMEX.