

■ PORTERS Terms of Use

This PORTERS Terms of Use (“Terms”) shall apply to any use of the PORTERS (defined in the following clause). A Customer using the PORTERS 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 PORTERS or uses the PORTERS. If the Customer applies for the use of the PORTERS on behalf of a corporation or any other entity, the Customer shall represent that the Customer has authority to cause such a corporation or entity to be bound by the following terms and conditions. If the Customer does not have such authority or does not agree to the following terms and conditions, the Customer shall not apply for the use of the PORTERS.

【Definition and Scope of Application】

The term “PORTERS”, which this Terms shall apply to, means the services, which are provided by PORTERS Corporation (“PORTERS Corp.”), of the PORTERS, PORTERS Agent, PORTERS Staffing, and the optional services of the PORTERS; provided, however that the “PORTERS” does not include PORTERS IMEX, PORTERS Z-loss, PORTERS Web Parts, PORTERS Smart Document, PORTERS ATS, and services provided by these services. Any other company’s services in linkage with PORTERS are subject to the terms and conditions set by the company and the Terms don’t apply to these other company’s services.

【Scope of Granted Use】

PORTERS Corp. shall grant the Customer a non-exclusive and non-transferrable license to use and display the visuals, documents and software contained in the PORTERS (hereinafter collectively referred to as the “Contents”) only for the purpose of the internal operations of the Customer. All rights other than those expressly granted under this Terms shall be reserved by PORTERS Corp.

【User Account】

A user account shall be necessary to access the PORTERS and only the individual who has its user account registered shall be permitted to access the PORTERS. By registering the Customer itself on the PORTERS, the Customer shall be deemed to have agreed to submit current and accurate information on the corporations to which it belongs and on itself and to promptly update the information when necessary. It shall not be permitted to have a single user account shared or used by two individuals or more. Transfer of a user account to a new user shall be permitted only when the former user has completely stopped its activities and become unable to access the PORTERS.

【Period of Use and Termination of Use】

1. The usage period of the PORTERS by the Customer shall be one (1) month or more from the date of commencement of billing of the first user account (“Date of Commencement of Billing”), and the Terms of Use shall apply throughout the period of use.
2. The usage period shall be automatically renewed monthly after the lapse of the initial usage period, unless either the Customer or PORTERS Corp. notifies the other party of its intention to terminate the use of its user accounts.
3. Before the lapse of the first one (1) month from the Date of Commencement of Billing, the Customer may terminate the use of its user accounts by paying the usage charge for the usage period in full.
4. The Customer may cancel the use of the PORTERS and terminate the use of its last user accounts on the date of termination of use by giving notice to PORTERS Corp. in writing by the twenty-fifth (25th) of the previous month of the date of termination of use.
5. The Customer may not change the date of termination of use of the PORTERS after the notification of cancellation of use.

Update: January 12, 2024

6. When the use of all of the Customer' user accounts has been terminated, PORTERS Corp. shall not be obliged to maintain the data stored by the Customer on the PORTERS or to transfer the data to the Customer or any other party.

【Optional Services】

The Customer is allowed to use any optional services of the PORTERS from the Date of Commencement of Billing of the user accounts. In addition, to use the paid optional service the designated use application form is required. If the use of all of the Customer's user accounts has been terminated, the use of the optional services of the PORTERS shall also be terminated. PORTERS Corp. shall not be obliged to maintain the data stored by the Customer on the PORTERS 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 PORTERS shall be billed in accordance with the List of Charges of the PORTERS set up by PORTERS Corp.
2. The Customer shall pay the initial cost, introduction/operation consulting fee and incidental costs by the designated date based on the invoice issued by PORTERS Corp.

Update: January 12, 2024

3. Calculation on a per diem basis shall not apply to the usage charges. The usage charge for one (1) month shall accrue even for the use for a period of less than one month.
4. By the last day of each month, the Customer shall pay the monthly usage charge for the last month based on the invoice issued by PORTERS Corp.
5. 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.
6. 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.
7. 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 PORTERS or invalidate the Customer's account to terminate its use of the PORTERS. 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 PORTERS continuously after the revision.

【User's Responsibility】

The Customer shall be solely responsible for all its use and activities in its user account and logging off its user account at the end of each session. The Customer must inform PORTERS Corp. immediately when it detects unauthorized use of its password and/or user account or violation of security measures or when such unauthorized use or violation is suspected. Furthermore, when the Customer detects or suspects the Contents reproduced or distributed in breach of the Terms, the Customer shall make its best effort to have such act terminated immediately. PORTERS Corp. shall not be held liable for any unauthorized access to or modification of the Customer's communication or data, transmitted or received information, data, transactions made through the PORTERS or results of any violation of the Terms. In addition, any personal information, personal data, etc., stored in the PORTERS 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.

【Service Level】

PORTERS Service Level Agreement shall apply to the service level and quality of the PORTERS.

【Prohibited Acts】

The following acts by the Customer shall be prohibited.

1. To distribute the PORTERS 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 PORTERS on the Internet or to "frame" the Contents on other server or equipment without the permission of PORTERS Corp.;
4. To use the PORTERS to transmit illegal, harassing, defamatory, abusive, attacking, unlawful, slanderous, threatening, malicious, privacy-invasive, indecent, obscene or any other type of unpleasant contents;
5. To transmit contents which may possibly infringe a trademark, copyright, publicity right, any other intellectual property right or other rights of a third party;
6. To transmit any computer virus, Trojan Horse, worm, time bomb, cancelbot or other malignant or harmful computer code, file or program;
7. To disturb or disrupt any server or network connected to the services provided hereunder or to violate rules, policies or procedures of such network;
8. To try to make an unauthorized access to other user's user account or computer system or to any network connected to the PORTERS;
9. To harass or disturb other users with respect to their use of the services provided hereunder and enjoyment of the benefits thereof.
10. To illegally or dishonestly obtain information from the data stored in the PORTERS and use or provide such information.
11. To register illegally or dishonestly obtained a third party's information in the PORTERS using the functions of it.

【Account Information and Data】

1. In the Terms, the terms on Handling of Personal Information and all agreements incidental to the use of the PORTERS, "reception," "storage," "registration" and "accumulation" of the data and information shall refer to the recording of the data and information in the server used by the PORTERS as a result of entry of such information and data by the Customer into the PORTERS and automatic transmission and reception thereof among the computers. "Entrustment," "disclosure," "provision" and "lending" of the data and information by the Customer shall refer to the maintenance thereof in other method in a manner that is recognized by or recognizable to PORTERS Corp.
2. Except in the case when PORTERS Corp. has informed the Customer otherwise in advance, PORTERS Corp. shall not own any of the data or information received by the PORTERS ("Data"). Unless otherwise set forth herein, PORTERS Corp. shall not monitor, compile or disclose any information on the Customer or the Customer's account without the prior permission of the Customer. The PORTERS automatically acquires log data such as IP address of an access source, request contents, utility time, usage environment, response results and access patterns, and cookies and the Data (hereinafter collectively referred to as the "Collected Information"). The Customer shall use the PORTERS after understanding that the Collected Information so acquired is used by PORTERS Corp. for its response to the Customer's inquiries, system maintenance and resolution of technical problems, analysis on usage status, grasping and improvement of commercial problems of PORTERS, exact grasping of the needs and interests of users and development of services to meet such needs and interests, services such as matching, analysis on market trends, producing statistical data and providing services using these data, billing of usage charges and other fee, provision of information to the Customer (i.e. seminar information), and other operation and improvement of convenience of PORTERS.
3. 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 PORTERS 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.
4. PORTERS uses Google Analytics to grasp and analyze the usage status of the Customer. Google Analytics collects, records, and analyzes the Customer's information using tracking codes. See Google's "HOW GOOGLE USES INFORMATION FROM SITES OR APPS THAT USE OUR SERVICES" (www.google.com/intl/ja/policies/privacy/partners/) to learn the way Google Analytics collects and processes the information. The information collected, recorded, and analyzed by Google Analytics is retained and used by Google in accordance with Google's privacy policy (<https://www.google.com/intl/ja/policies/privacy/>). In addition, that information is used by PORTERS Corp. for its

Update: January 12, 2024

response to the Customer's inquiries, system maintenance and resolution of technical problems, analysis on usage status, grasping and improvement of commercial problems of PORTERS, exact grasping of the needs and interests of users and development of services to meet such needs and interests, services such as matching, analysis on market trends, producing statistical data and services using these data, provision of information to the Customer (i.e. seminar information), and other operation and improvement of convenience of PORTERS.

【Property Right】

Except for those expressly granted in the Terms of Use, no right, title or interest to the PORTERS 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 PORTERS 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 and the Customer's use of the PORTERS. The Recipient shall not use the other party's confidential information for any purposes other than use or operation of the PORTERS. 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 PORTERS; provided, however, that the information that has already been published or is already known to the public, non-personal information and anonymized information (information excluding name, e-mail address, telephone number and address) among the Collected Information is excluded.

【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.

【Damages, Penalty and Indemnity】

In case where the Customer is in violation of the Terms, the Customer shall be liable for damage compensation for PORTERS Corp. for any damage caused by the Customer's violation of the Terms. In addition to the damage compensation, PORTERS Corp. shall be entitled to demand the Customer to pay as a penalty an amount designated by PORTERS Corp. with a ceiling of the amount equivalent to the Monthly Charge for six (6) months in total. 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 PORTERS or violation of the Terms by the Customer.

【Compulsory Termination】

In the case where the Customer fails to observe the Terms, 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 services provided hereunder and delete and dispose of the data stored in the services 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】

THE CUSTOMER EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE PORTERS IS AT THE CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH THE CUSYOMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PORTERS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PORTERS CORP. HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE PORTERS, 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 QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PORTERS CORP. DOES NOT WARRANT THAT THE OPERATION OF THE PORTERS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PORTERS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PORTERS CORP. OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

Update: January 12,2024

【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 PORTERS or any defect, inaccuracy, error or omission of the contents 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 PORTERS.

【Suspension and Discontinuation of the PORTERS】

1. PORTERS Corp. shall be entitled to suspend all or a part of the PORTERS with prior notice to the Customer if PORTERS Corp. performs inspection or maintenance work for the computer system related to the PORTERS on a regular basis.

2. PORTERS Corp. shall be entitled to suspend or temporarily discontinue or change all or a part of the PORTERS without prior notice to the Customer if:

(a) PORTERS Corp. performs inspection or maintenance work for the computer system related to the PORTERS on an emergency basis;

(b) the computer system, communications lines or otherwise related to the PORTERS 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 PORTERS because of fire, power failure and national disaster; or

3. PORTERS Corp. shall be entitled to suspend or temporarily discontinue or change the PORTERS 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 PORTERS because of business circumstances, economic status or otherwise.

4. The PORTERS 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】

Notices by PORTERS Corp. to the Customer shall be deemed to have reached the Customer when they are given on the PORTERS to the Customer's e-mail address or mailing address recorded in the user account information of the PORTERS.

【Amendment to the Terms】

PORTERS Corp. may amend provisions of the Terms at any time. Amendment to the Terms shall be announced at least one (1) month prior to the proposed effective date of the amendment by presenting the amended Terms on the PORTERS 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 use the PORTERS on and after the effective date of the amendment to the Terms.

【Questions】

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

【Miscellaneous】

(1) The Terms and the use of the PORTERS 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 or the PORTERS 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 the PORTERS and supersede and replace any other agreement and conditions applicable to the PORTERS.

(2) PORTERS Corp.'s failure to exercise any provision of the Terms shall not be deemed to be a waiver of PORTERS Corp.'s right to exercise such provision in the future. Even if any provision of the Terms 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; provided, however, that PORTERS Corp. may transfer its rights to its affiliated companies, subsidiaries or the successors to ownership of the business related to the PORTERS.

■ Terms on the Handling of Personal Information

A Customer using the PORTERS shall be deemed to have agreed to the following provisions concerning the handling of personal information simultaneously when the Customer has applied for the use thereof. The “Customer” means an individual or corporation that registers itself on the PORTERS or uses the PORTERS.

【Definition】

Terms as used in this Terms on the Handling of Personal Information (the “Terms on PI”) shall be defined as follows.

(1) Business

Entry of personal information and system management and maintenance accompanied by the entry and inspection of the personal information performed by PORTERS Corporation (“PORTERS Corp.”), (a) which the Customer requests PORTERS Corp. to perform each time the Customer uses the “PORTERS” developed by PORTERS Corp., or (b) which is included in the service outsourced by the Customer.

(2) Personal Information

Information related to any particular individual, including address, name, occupation, e-mail address, password and other information of an individual, group and the Customer’s client (hereinafter merely referred to as the “Client”) possessed by the Customer, which is disclosed or sent to PORTERS Corp. by the Customer or becomes known to PORTERS Corp. during the performance of the Business and contains the information to enable identification of the particular individual. Furthermore, the information to identify the Client shall include the information that enables the identification of the particular individual when it is used in combination with the information to be collected in the future or with the information already collected, even though the information does not enable the identification of the Client independently by itself. Only the aforementioned Personal information being obtained by fair means, and only with the consent of the individual concerned, shall the Customer register the Personal Information in the system or disclose the same to PORTERS Corp. using the function of the PORTERS.

【Purpose】

Since the Personal Information collected from the Client by the Customer or the Customer’s assignors has been deposited by the Client with confidence in the strict handling thereof by the Customer or the Customer’s assignors, PORTERS Corp. that gains access to the Personal Information through the performance of the Business shall handle such Personal Information in compliance with the Terms on PI and other laws and ordinances concerned to maintain the Client’s confidence.

【Access to Personal Information and Disclosure and Use thereof】

PORTERS Corp. shall handle the Personal Information that it comes to know through the performance of the Business as confidential information and in strict confidence and shall not disclose or divulge the Personal Information to any third party without the prior written approval of the Customer. PORTERS Corp. shall not access the Personal Information for any purpose other than the performance of the Business.

【Subcontracting to Third Party】

When PORTERS Corp. subcontracts the performance of all or part of the Business to any third party, PORTERS Corp. shall take appropriate measures so that the third party will be placed under the same obligations as PORTERS Corp. assumes hereunder and that the third party will comply with such obligations.

【Possession and Disposal of Personal Information】

- (1) PORTERS Corp. shall perform reasonable safety measures to prevent loss, destruction, manipulation of and unauthorized access to the Personal Information.
- (2) Upon completion of the Business or when so instructed by the Customer, PORTERS Corp. shall delete the Personal Information disclosed or sent to PORTERS Corp. by the Customer in an irreproducible manner.

【PORTERS Corp.'s Responsibility for Management】

- (1) PORTERS Corp. shall appoint a personal information administrator and perform under his/her leadership the development of internal rules and training of employees, which are necessary for complete dissemination and implementation of the contents of the Terms on PI.
- (2) In the case where PORTERS Corp. is in violation of the Terms (including contravention of their respective duties by its current and former officers and employees and any breach of its warranties) or causes any dispute with the Client or a third party over the Personal Information that PORTERS Corp. comes to know through the performance of the Business, PORTERS Corp. shall correct such violation or settle such dispute on its responsibility and at its cost. With respect to damage caused to the Customer, the first sentence of the "Limitation of Liability" clause of the PORTERS Terms of Use shall be applied. PORTERS Corp. shall not be liable for any indirect, incidental, consequential or any other type of damage (including the failure to obtain sales, profit and other economic benefits).
- (3) The Customer may demand at any time an explanation from PORTERS Corp. on the states of the development of internal rules, implementation of employee training and settlement of disputes related to the Customer pursuant to the preceding two paragraphs.
- (4) The Customer shall be entitled to visit the facilities of PORTERS Corp. (including the PORTERS Corp.'s subcontractor referred to in the "Subcontracting to Third Party" mentioned above) on the days to be separately determined in advance through the discussion between the Customer and PORTERS Corp. to inspect the state of PORTERS Corp.'s management of the Personal Information in compliance with the Terms on PI.

【Duration】

The Terms on PI shall remain effective until PORTERS Corp. has disposed of the personal information pursuant to Paragraph 2 of the "Possession and Disposal of Personal Information" clause. Paragraph 2 of the "PORTERS Corp.'s Responsibility for Management" clause shall survive termination of the Terms on PI.

【Compulsory Termination】

In the case where the Customer fails to observe the Terms, PORTERS Corp. may, at its sole discretion, invalidate the Customer's password and account of the PORTERS, terminate its use of the PORTERS and delete and dispose of the data stored in the services provided hereunder.

【Amendment to Terms on PI】

PORTERS Corp. may amend provisions of the Terms on PI at any time. Amendment to the Terms on PI shall be announced at least one (1) month prior to the proposed effective date of the amendment by presenting the amended Terms on PI on the PORTERS or giving the Customer the notice

Update: January 12, 2024

of the amended Terms on PI, together with an express statement of the proposed effective date. The Customer shall be obliged to check the Terms on PI for amendment on a regular basis. The Customer shall be deemed to have agreed to the amendment when the Customer continues to uses the PORTERS on and after the effective date of the amendment to the Terms on PI.

【Governing Law and Court of Competent Jurisdiction】

The Terms on PI and the use of the PORTERS 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 on PI or the PORTERS and each party agrees to submit itself to such venue and personal jurisdiction.