

## scramberry WALLET Terms of Use

NTT Digital (“**Digital**”) has set forth these “scramberry WALLET Terms of Use” (these “**Terms**”) that governs any use of the “scramberry WALLET” (the “**Service**”) provided by Digital.

### Article 1 Applicability of Terms

- 1.1. These Terms will apply to any relationships with Digital with respect to the use of the Service. You may not use the Service unless you agree to these Terms.

### Article 2 Definitions

- 2.1. For purposes of these Terms, the following terms have the following meanings:
  - a. “**User Agreement**” means the agreement concluded under these Terms to use the Service provided by Digital.
  - b. “**Subscriber**” means a person who concludes a User Agreement with Digital.
  - c. “**Subscriber Account**” means the account granted by Digital to each Subscriber under these Terms to allow such Subscriber to use the Service.
  - d. “**Service Server**” means electronic computers (servers) installed in order for Digital to provide the Service.
  - e. “**Service Information Site**” means the internet website of Digital <https://scramberry.io/wallet/> where information on the Service is published (this includes any internet webpages under this URL, and if it is changed by Digital, the new URL will be applied). Note that when it is mentioned in these Terms that some condition will be as set forth on the Service Information Site, such condition on the Service Information Site will also constitute part of these Terms and be deemed to be included in these Terms (if such condition on the Service Information Site is amended, the new conditions after the amendment will be applied).
  - f. “**Biometric Authentication Function**” means an authentication function that employs a method where the pre-registered biometric information of a Subscriber is entered.
  - g. “**Biometric Information**” means the pre-registered biometric information of a Subscriber.
  - h. “**Biometric Authentication Enabled Device**” means any device separately designated by Digital and equipped with Biometric Authentication Function that uses Biometric Information of a Subscriber.

- i. “**Application**” means the dedicated software application required to use the Service. Note that there may be some functional limitations depending on the model of supported devices, the version of the Application, or other similar conditions.
- j. “**Supported OS/Model**” means any OS version and model designated by Digital on the Service Information Site or on sites linked from the Service Information Site as those recommended by Digital in terms of their operation on the Service.
- k. “**Blockchain**” means the technology intended to maintain accurate transaction history by storing transaction data in the form of a chain of blocks by means of cryptography.
- l. “**Wallet**” means a service to receive, store, display, and send Cryptoassets or NFTs or other tokens issued on a Blockchain.
- m. “**Non-Custodial Wallet**” means a Wallet in which a Subscriber manages the Private Keys by him/herself.
- n. “**Private Key**” means a unique and non-public code necessary to generate a digital signature to authorize a transaction on a Blockchain to prove that such transaction is performed by the owner of the Private Key.
- o. “**Recovery Phrase**” means the information used to generate a Private Key, such as a string of English words. It is possible to restore the Private Key with the use of the Recovery Phrase.
- p. “**Encrypted Recovery Phrase**” means the Recovery Phrase encrypted to prevent unauthorized use by third parties.
- q. “**Decryption Key**” means the code used to decrypt the Encrypted Recovery Phrase.
- r. “**Cryptoassets**” means any “cryptoassets” as defined by the Payment Services Act. Typical Cryptoassets include Bitcoin and Ethereum.
- s. “**NFT**” is an abbreviation for a Non-Fungible Token, which represents an irreplaceable token generated on a blockchain platform.

### **Article 3 Function of Service**

- 3.1. The Service consists of the software that provides the Wallet function that allows a Subscriber to receive, store, display, and send Cryptoassets and NFTs and other tokens (the “**Wallet Function**”), details of which will be as set forth on the Service Information Site or on sites linked from the Service Information Site.
- 3.2. The use of the Service requires a phone number that can be authenticated by SMS as well as a Supported OS/Model. In addition, the Supported Model must be a Biometric Authentication Enabled Device since Biometric Authentication Function is necessary to use the Service.

- 3.3. Biometric Information that can be used for Biometric Authentication Function includes information based on fingerprint, iris, and facial recognition, which varies among Biometric Authentication Enabled Devices.
- 3.4. In the Service, any Biometric Information entered into a Biometric Authentication Enabled Device will be considered by Digital to be entered by a Subscriber himself/herself, even if it is entered by a third party. Any action taken after authentication using Biometric Information will be deemed by Digital to be taken by such Subscriber himself/herself.
- 3.5. Digital does not warrant the accuracy of the biometric matching performed by Biometric Authentication Function between Biometric Information and the biometric information entered. If Biometric Authentication Function determines that the biometric information entered matches Biometric Information, Digital will deem the biometric information entered to be Biometric Information, even if the biometric information entered belongs to a third party, and will proceed with authentication, to which the provision of paragraph 3.4 will apply.
- 3.6. Digital does not warrant the suitability of the Service for any specific purposes of a Subscriber or the completeness, usefulness, accuracy, reliability, or immediacy of the results of the use of the Service. Digital will not be liable for any damages suffered by such Subscriber of the Service with respect to any of the above.
- 3.7. The Service can only be used in the areas inside Japan (“**Available Area**”) and should not be used overseas.

#### **Article 4 Management of Subscriber Account and Private Key**

- 4.1. The Service is provided as a Non-Custodial Wallet.
- 4.2. When a Subscriber starts to use the Service, the Private Key and the Recovery Phrase are generated in the Subscriber’s device and stored together with the Subscriber’s Account. There is no function available for the Subscriber to check the Private Key and the Recovery Phrase inside the device during the use of the Service. The Service does not support the import of the Private Key or Recovery Phrase.
- 4.3. In the Service, the Recovery Phrase can be displayed only during the procedure to terminate the Service.
- 4.4. Any act of using the Service with the use of a Subscriber Account, Recovery Phrase, Private Key, or Decryption Key will be deemed by Digital to be an act of the Subscriber associated with such Subscriber Account, Recovery Phrase, Private Key, or Decryption Key.
- 4.5. A Subscriber will be liable for any damages suffered due to improper management, error in use, or a third party’s use of the Subscriber Account, Recovery Phrase, Private Key, or Decryption Key since all of these shall be

managed by the Subscriber under his/her responsibility. Digital will have no liability for any damages suffered by the Subscriber in relation to any of the above.

- 4.6. If a Subscriber discovers any information relating to the Subscriber Account, Recovery Phrase, Private Key, or Decryption Key that is (i) leaked or (ii) used by a third party, the Subscriber shall immediately notify Digital to that effect and comply with Digital's instructions as to how to handle such Subscriber Account, Recovery Phrase, Private Key, or Decryption Key.

## **Article 5 Backup Function**

- 5.1. In the Service, Digital will encrypt a Subscriber's Recovery Phrase and save its backup as the Encrypted Recovery Phrase in a Digital's server.
- 5.2. A Subscriber may save the Decryption Key that can be used for decrypting the Encrypted Recovery Phrase in the Google Drive or iCloud separately prepared by the Subscriber by using a function of the Service.
- 5.3. The Subscriber may restore the Subscriber Account, Private Key, and Recovery Phrase ("**Restoration of the Subscriber Account**") by using the Encrypted Recovery Phrase and the Decryption Key set forth in 5.2 under the condition that the Subscriber pre-registers his/her email address, password, and phone number.
- 5.4. Restoration of the Subscriber Account requires authentication by using either Biometric Authentication Function on the Subscriber's device or the email address, password, and phone number that the Subscriber registers as set forth in 5.3.
- 5.5. The Subscriber will be responsible for managing the email address, password, and phone number necessary for backup or restoration of the Subscriber Account, as well as the information to access the Google Drive or iCloud and the Decryption Key stored therein. Digital will have no liability for any damages suffered by the Subscriber as a result of any loss or leakage or loss of user rights thereof.
- 5.6. The Subscriber shall avoid using any information that can be easily guessed by others as the password such as the date of birth or telephone number and shall change the password regularly.

## **Article 6 Conclusion of User Agreement**

- 6.1. A person who wishes to use the Service ("**Applicant**") shall, after agreeing to the provisions of these Terms, apply for a User Agreement by entering necessary information in the Application screen ("**Application Screen**") on the Application and sending the information to Digital in accordance with the procedure specified by Digital. The Applicant shall be deemed to agree to the provisions of these Terms upon pressing the "**Agree and Next**" button. If the

- Applicant is a minor, the prior consent of his/her legal representative (a person who has parental authority or a guardian of the minor) must be obtained before applying for a User Agreement.
- 6.2. A User Agreement will be deemed to be concluded between an Applicant and Digital if and when Digital accepts the application under paragraph 6.1 and notifies the Applicant through the Application Screen of the fact that the application procedure is completed.
  - 6.3. Digital may elect not to accept an application submitted under paragraph 6.1 if any of the circumstances listed below applies with respect to the Applicant.
    - a. Digital determines based on reasonable grounds that there is a risk of violation of these Terms.
    - b. There are false or erroneous statements or omissions in all or any part of the information registered with Digital (“**Registration Information**”).
    - c. With respect to the use of the Service or any other service provided by Digital, the Applicant violates any terms or Digital rejects the Applicant’s use of the service by means of deregistration or cancellation.
    - d. The Applicant is not a resident of Japan.
    - e. Digital determines on reasonable grounds that the Applicant is a member of Anti-Social Forces (which falls in any of the categories set forth in paragraph 20.1: Exclusion of Anti-Social Forces) or has an interaction or involvement in which the Applicant provides funds or benefits to an Anti-Social Force to cooperate or get involved with its maintenance, operation, or management.
    - f. Digital otherwise considers inappropriate on reasonable grounds.
  - 6.4. The person who applies for use of the Service as specified in paragraph 6.1 shall be the person who will use the Service. No application by an agent will be accepted unless otherwise specified by Digital. In addition, the Applicant shall provide true, accurate, and up-to-date information to Digital when applying for the use of the Service.
  - 6.5. Any Subscriber represents and warrants that the content of his/her Registration Information is true.
  - 6.6. These Terms shall constitute the entire agreement between Digital and a Subscriber with respect to the matters contained herein and supersede any prior agreement, representation, or understanding, whether oral or written, between Digital and the Subscriber with respect to the matters contained herein.

## **Article 7 Intellectual Property Rights**

- 7.1. The rights of ownership, intellectual property rights and all other rights relating to any of the following contents entirely belong to Digital or to third parties such as those who grant a license to Digital: (i) digital contents available on the Service (electromagnetic pictures, videos, etc.), (ii) Digital’s website, and (iii) tangible or intangible components (including applications, software programs,

databases, icons, images, text, related documents such as manuals, and all other contents) that constitute the Service ((i) through (iii) are collectively referred to as “**Service Contents**”).

- 7.2. Any permission to use the Service under these Terms should not be construed as a transfer or a license of any of the intellectual property rights of Digital or third parties such as those who grant a license to Digital relating to (i) through (iii) of paragraph 7.1, unless otherwise explicitly stated in these Terms.
- 7.3. The Subscriber shall not, for any reason, engage in acts that could infringe any intellectual property rights of Digital or third parties such as those who grant a license to Digital.

## **Article 8 Prohibited Acts**

- 8.1. No Subscriber shall engage in any of the following acts in using the Service.
  - a. Acts that infringe or could infringe intellectual property rights of Digital or third parties, such as copy rights, patent rights, utility model rights, design rights, trademark rights, rights of privacy, or other rights or interests.
  - b. Acts that violate or could violate the public policy or acts that provide or could provide information that violates the public policy to a third party.
  - c. Criminal acts or acts that could be criminal acts, acts that result in or could result in criminal acts, or acts that violate or could violate laws, decrees, statutes, rules, orders, notices, ordinances, guidelines, or other regulations (collectively “**Laws and Regulations**”).
  - d. Acts of sending notices or other communication containing any information that is or could be false.
  - e. Acts that damage or could damage the reputation or credibility of Digital or third parties.
  - f. Acts that impose or could impose an excessive burden on the Service Server or other facilities of Digital, acts that disable or could disable the provision of the Service by Digital, or other acts that hinder or could hinder the operation of the Service by Digital.
  - g. Acts that use or provide or could use or provide harmful programs such as computer virus through or in connection with the Service.
  - h. Acts of using the Service in areas other than the Available Area.
  - i. Acts of using or utilizing the Service or contents of the Service beyond the scope specified in Article 7 (Intellectual Property Rights), such as copy, public transmission (in the case of automatic public transmission, this includes enabling such transmission.), communication, transfer, lending, modification, or adaptation of the Service or the Service Contents.

- j. Acts of modifying or tampering with the Service or the Service Contents or performing reverse engineering such as decompiling or disassembling (mainly meaning analyzing the content and converting it into a human-readable form).
- k. Acts of removing or changing copyright notices or other rights notices attached to the Service or the Service Contents.
- l. Acts of installing and using the Application in a manner contrary to the procedures specified by Digital.
- m. Acts of impersonating Digital or a third party or intentionally disseminating false information.
- n. Acts of letting a third party use the Subscriber Account or lending, transferring, changing, buying and selling, or otherwise disposing thereof.
- o. Acts of intentionally using defects of the Service.
- p. Acts that interfere or could interfere with the provision of the Service by Digital.
- q. Acts that interfere with the provision, use, or enjoyment of the Service by any means.
- r. Acts of unlawfully collecting, disclosing, or providing personal information, Registration Information, usage history, etc. of other Subscribers.
- s. Acts of having an interaction or involvement with an Anti-Social Force such as cooperating or getting involved with its maintenance, operation, or management through provision of funds or other benefits.
- t. Acts of using or attempting to use the Service for any purpose or in any manner that could cause damage to Digital, other Subscribers, or other third parties.
- u. Other acts that Digital considers inappropriate.

## **Article 9 Usage Fees**

The Service is available free of charge. For using the Service (including but not limited to downloading and upgrading of the Service), however, communication charges might be separately incurred from communication service providers. In addition, Subscribers shall separately pay charges for transferring Cryptoassets, NFTs or other tokens or for using other services.

## **Article 10 Personal Information**

- 10.1. In providing the Service, Digital will use personal information obtained from Applicants and Subscribers to the extent necessary to achieve the purposes set forth in Digital's "Privacy Policy" separately provided (<https://nttdigital.io/privacy> (if this URL is changed by Digital, the new URL will apply)).
- 10.2. In addition to the provision of paragraph 10.1, the handling of information acquired or accumulated through the Service is subject to the provisions set forth

in Digital's "Application Privacy Policy," which is separately established with respect to the provision of the Service.

## **Article 11 Temporary Suspension of Service Provision**

- 11.1. Digital may suspend the provision of the whole or part of the Service if Digital determines that any of the following circumstances occur.
  - a. It is impossible to provide the Service due to force majeure including earthquakes, tsunami, typhoons, lightning strikes or other natural disasters, fires, infectious diseases, contagious diseases, epidemics, cyber-attacks, pollutions, wars or civil commotions, riots, acts of terrorism, strikes, revision or abolishment, or enactment of laws or regulations, orders or dispositions by public authorities, labor disputes, transportation or communication line accidents, rising prices of raw materials or freight rates, or drastic fluctuations in foreign exchange rates.
  - b. It is necessary to perform maintenance or construction work for the Service Server or any other equipment systems or facilities related to the provision of the Service.
  - c. A failure or a fault occurs in the Service Server or any other equipment systems or facilities used to provide the Service.
  - d. It is necessary to suspend the provision of the whole or part of the Service from the viewpoint of Digital's operation or technology.
  - e. A trouble, interruption or suspension of service provision, suspension of service linkage with the Service, or specification changes occur in other services than the Service.
- 11.2. In addition to paragraph 11.1, Digital may restrict, or otherwise limit, the use of the Service to the extent necessary for the operation of the Service.
- 11.3. If Digital plans to suspend the whole or part of the Service under paragraph 11.1, Digital shall inform Subscribers of such plan on the Service Information Site or on sites linked from the Service Information Site, except in emergencies or in other unavoidable circumstances.
- 11.4. Digital will not be liable for any damages suffered by a Subscriber in relation to suspending the provision of the Wallet Function or restricting its use executed under paragraph 11.1 or 11.2.

## **Article 12 Modification, Addition and Discontinuation of Service**

- 12.1. Digital may modify, add, suspend or discontinue the whole or part of the Service at any time with no advance notice to Subscribers according to Digital's convenience. Note that if the whole of the Service is discontinued, User Agreements will be terminated.



- 12.2. If Digital determines that the modification, addition or discontinuation of the whole or part of the Service to be performed under paragraph 12.1 can cause serious damage to Subscribers, Digital shall inform Subscribers of details of such modification, addition or discontinuation in advance, except in emergencies or in other unavoidable circumstances.
- 12.3. Digital will not be liable for any damages suffered by Subscribers in relation to the modification, addition, suspension or discontinuation of the whole or part of the Wallet Function executed under paragraph 12.1 or 12.2.

### **Article 13 Suspension of Service Provision**

- 13.1. Digital will have the right to suspend the provision of the whole or part of the Service to any Subscriber with no advance notice if Digital determines that any of the following circumstances applies to the Subscriber.
  - a. The Subscriber breaches any of the provisions of these Terms.
  - b. The Subscriber falls in any of the circumstances set forth in the items under paragraph 6.3 (Conclusion of User Agreement).
  - c. The Subscriber engages in an act that falls under any of the items set forth in paragraph 8.1 (Prohibited Acts).
  - d. The Subscriber engages in an act that hinders or could hinder the use of the Service by a third party.
  - e. Digital determines that if the Subscriber continues to use the Service, it could hinder the Subscriber's use of the Service or cause damage to the Subscriber.
  - f. It is found that the Registration Information contains false statements.
  - g. The Subscriber causes or could cause serious harm or damage to Digital.
  - h. The Subscriber suspends a payment or becomes insolvent, or a petition is filed for an order for commencing proceedings of bankruptcy, civil rehabilitation, corporate reorganization, or special liquidation, or other proceedings similar thereto.
  - i. The Subscriber is subject to a disposition of dishonor with regard to a promissory note or check that the Subscriber issues or accepts, a disposition of suspension of transactions by a clearing house, or any other dispositions similar thereto.
  - j. A petition is filed for seizure, provisional seizure, provisional disposition, compulsory execution, or auction, or the Subscriber is subject to a disposition of delinquency in taxes or public charges.
  - k. In addition to the circumstances set forth above, there are reasonable grounds for Digital to consider that it is impossible to continue the provision of the Service to the Subscriber.
  - l. In other circumstances that obstruct Digital's business execution.

- 13.2. Digital may request Subscribers concerned to correct such circumstances within a period designated by Digital in lieu of or in addition to the measures set forth in paragraph 13.1. The provisions of this paragraph, however, will not preclude Digital from terminating relevant User Agreements pursuant to Article 15 (Termination of User Agreement by Digital).
- 13.3. Digital will not be liable for any damages suffered by Subscribers in relation to the suspension of the provision of the Service executed under paragraph 13.1.

#### **Article 14 Termination of User Agreement by Subscriber**

- 14.1. If a Subscriber no longer desires to use the Service, the Subscriber may terminate his/her User Agreement by implementing the termination procedures as designated by Digital.
- 14.2. Upon termination, Digital will disclose the Recovery Phrase to the Subscriber. In order to access his/her Cryptoassets or NTF or other tokens handled by the Service, the Subscriber needs to import the Recovery Phrase to Wallets, etc. of other companies after the termination.
- 14.3. Information on the Subscriber Account will be retained internally in Digital for six (6) months immediately following the termination.

#### **Article 15 Termination of User Agreement by Digital**

- 15.1. Digital will have the right to terminate a User Agreement with the Subscriber with no advance notice or warning if the Subscriber falls under any of the following circumstances.
  - a. In cases where the provision of the Service is suspended as a result of falling under any of the circumstances set forth in paragraph 13.1 (Suspension of Service Provision), the circumstances causing such suspension could obstruct Digital's business execution or the Subscriber does not correct the said circumstances within the time period designated by Digital.
  - b. In cases where the provision of the Service is suspended as a result of falling under any of the circumstances set forth in paragraph 13.1 (Suspension of Service Provision), Digital determines that the circumstances causing such suspension could obstruct Digital's business execution or that the Subscriber is not able to correct the said circumstances.
  - c. The Subscriber dies.
  - d. In addition to the circumstances set forth in the preceding items, Digital determines on reasonable grounds that the use of the Service by the Subscriber is inappropriate.
- 15.2. Digital will not be liable for any damages suffered by the Subscriber in relation to the termination of the User Agreement executed under any of the items of paragraph 15.1.

## **Article 16 Effect of Termination of User Agreement**

- 16.1. Upon termination of a User Agreement, the Subscriber shall discontinue the use of the Service immediately regardless of the reason.
- 16.2. Upon termination of a User Agreement, Digital may delete the Subscriber Account and the Subscriber's information registered on the Subscriber Account and other data on the Subscriber relating to the Service (note that any information that is technically impossible, or significantly difficult, to delete or is legally required to be retained will not be deleted.)
- 16.3. Any Subscriber shall agree in advance that it will be impossible to restore the information on the Subscriber Account or retain Cryptoassets or NTFs or other tokens in the Service if the Subscriber Account is deleted or the User Agreement is terminated.
- 16.4. The following provisions of these Terms will survive the termination of a User Agreement and remain in full force and effect: paragraph 3.6 (Function of Service), paragraph 4.5 (Management of Subscriber Account and Private Key), paragraph 5.5 (Backup Function), Article 7 (Intellectual Property Rights), Article 10 (Personal Information), paragraph 11.4 (Temporary Suspension of Service Provision), paragraph 12.3 (Modification, Addition and Discontinuation of Service), paragraph 13.3 (Suspension of Service Provision), paragraph 15.2 (Termination of User Agreement by Digital), Article 16 (Effect of Termination of User Agreement), Article 19 (Disclaimers and No Warranties), Article 20 (Exclusion of Anti-Social Forces), Article 22 (Assignment of Rights), Article 23 (Language), Article 24 (Severability), Article 25 (Agreed Jurisdiction) and Article 26 (Governing Law).

## **Article 17 Non-Conformity of Service**

- 17.1. If Digital finds that any part of the Service fails to conform to the terms of a User Agreement ("**Non-Conformity**") and recognizes the need to correct such Non-Conformity, Digital will try to provide the Service that conforms to the terms of the User Agreement or correct the Non-Conformity of the Service. However, Digital does not warrant that such Non-Conformity will be corrected.

## **Article 18 Version Upgrades of Application**

- 18.1. If any part of the Service is modified, added, or discontinued as set forth in Article 12 (Modification, Addition and Discontinuation of Service), it may require a version upgrade of the Application.
- 18.2. If a version upgrade of the Application is implemented under paragraph 18.1, the whole or part of the Service might be unavailable until such version upgrade is completed.

## **Article 19 Disclaimers and No Warranties**

- 19.1. The Service is provided as a Non-Custodial Wallet. Digital, therefore, will not be responsible for the management and storage of the Recovery Phrase, Private Key, or Decryption key or liable for any damages suffered in relation to the loss thereof.
- 19.2. Digital does not guarantee that Subscribers will be able to access their Cryptoassets or NFTs or other tokens in all Wallets of other companies by importing the Recovery Phrase disclosed upon termination of relevant User Agreements.
- 19.3. Digital may restrict any transactions of Cryptoassets or NFTs or other tokens if Digital determines that such transactions are to be conducted with inappropriate parties. Digital will not be liable for any damages suffered in relation to the restriction of such transactions.
- 19.4. Digital disclaims all warranties, whether express or implied, with respect to the following regarding the reception, storage, display, or transmission (including transfer between Subscribers) of Cryptoassets, NFTs, other tokens, other related services, or the value, function, place of use, or usage of Cryptoassets, NFTs or other tokens.
  - a. Fitness for particular purposes of any Subscriber
  - b. Accomplishment of particular results
  - c. Use in good condition on any OS or web browser or in any versions of the Service
  - d. Expected functionality, merchantability, accuracy, safety, usefulness, or legality
  - e. No violation of the rights of third parties
  - f. Continuous availability
  - g. No interruption, discontinuation, or other failures
  - h. No bugs or defects
  - i. No hacking or theft
- 19.5. Any Subscriber shall investigate, at his/her own risk and expense, whether or not the use of the Service is in violation of laws or regulations. Digital makes no guarantee that the Subscriber's use of the Service complies with the laws and regulations applicable to the Subscriber.
- 19.6. Any Subscriber shall manage and resolve any transactions, communications, or disputes with other Subscribers or other third parties arising with respect to the Service under his/her responsibility. Digital shall not be liable for any damages suffered by the Subscriber in relation to the matters mentioned above, except in cases of willful misconduct or negligence on the part of Digital.
- 19.7. Digital will not be liable for any damages suffered by a Subscriber in relation to the unavailability of the Service, loss of data or failure or damage to the equipment due to the use of the Service, or any other damages relating to the Service, except in cases of willful misconduct or negligence on the part of Digital.

- 19.8. Digital disclaims all warranties with respect to any websites other than Digital's websites and any information derived from such other sites, regardless of whether the links to those sites are provided or for any other reasons.
- 19.9. There is a possibility that malfunctions in Digital's system or in a Subscriber's device or web browser or operations outside the scope of these Terms will affect the display of the amount of the Cryptoassets, NTFs or other tokens in possession or the speed of money transfer thereof. In such cases, Digital will not be liable for any damages suffered by the Subscriber with respect to the Service, except in cases of willful misconduct or negligence on the part of Digital.
- 19.10. Digital will not be liable for any damages or disadvantages suffered by a Subscriber due to the interruption of performance of the Service in relation to the occurrence of events of Force Majeure including earthquakes, tsunamis, typhoons, and lightning strikes or other natural disasters, fires, infectious diseases, contagious diseases, epidemics, cyberattacks, pollutions, wars and civil commotions, riots, acts of terrorism, strikes, revision or abolition, or enactment of laws and regulations, orders and dispositions by public authorities, labor disputes, accidents of transportation and communication lines, rising prices of raw materials or freight rates, drastic fluctuations in foreign exchange rates, or other force majeure.
- 19.11. Digital will not be liable for any damages suffered by a Subscriber in relation to future changes in laws and regulations or the tax system for Cryptoassets or NFTs or other tokens.
- 19.12. Digital will not be liable for any damages suffered by a Subscriber resulting from retroactive changes in laws and regulations or the tax system for Cryptoassets or NFTs or other tokens.
- 19.13. Digital will not be liable to any loss suffered by a Subscriber resulting from price fluctuations of Cryptoassets, NFTs or other tokens.
- 19.14. While any Subscriber may use services provided by third parties, Digital disclaims all warranties with respect to the availability of such services.
- 19.15. When using services provided by third parties, any Subscriber shall comply with the terms and conditions and other provisions separately provided by such third parties at the cost and responsibility of the Subscriber and shall manage any disputes with the providers of such services at the cost and responsibility of the Subscriber. Digital will not be liable for any damages suffered by the Subscriber resulting from his/her use of services provided by third parties or disputes with such third parties, except in cases of willful misconduct or negligence on the part of Digital.
- 19.16. Digital reserves the right to restrict any services linked with the Service by restricting their link with the Service or their use of the Service if Digital considers such services inappropriate. Digital will not be liable for any damages resulting from such restriction.
- 19.17. Digital will be responsible for the Service solely to the extent limited in accordance with the provisions of these Terms. Digital will not be liable for any damages arising in connection with the matters for which, according to provisions

of these Terms, Digital disclaims liability or responsibility or a Subscriber concerned is liable or responsible, unless otherwise specified in the respective provisions. Digital will not be liable for any damages suffered by the Subscriber relating to the Service, except in cases of willful misconduct or negligence on the part of Digital.

19.18. In any case where Digital is liable for damages to a Subscriber, the scope of Digital's liability to the Subscriber will be limited to direct damages that would normally occur (excluding special damages and lost profits) and Digital's aggregate liability will not exceed 10,000 yen.

19.19. The provision of paragraph 19.18 will not apply to the damages suffered by a Subscriber as a result of willful misconduct or gross negligence on the part of Digital.

## **Article 20 Exclusion of Anti-Social Forces**

20.1. Any Subscriber represents and warrants that he/she does not, and will not in the future, fall under any of the following categories:

- a. The Subscriber (including its officers if the Subscriber is a corporation) is an organized crime group, a member of an organized crime group, a person who was a member of an organized crime group within the past 5 years, a quasi-member of an organized crime group, a corporation related to an organized crime group, a corporate racketeer, a person engaging in criminal activities under the name of social campaigns or an organized crime group specialized in intellectual crimes or any other person similar to any of the above (collectively "**Anti-Social Forces**").
- b. The Subscriber, who is a corporation or any other organization, has a relationship in which Anti-Social Forces are deemed to control or to be practically involved in the management of thereof.
- c. The Subscriber has a relationship in which the Subscriber is deemed to use Anti-Social Forces to engage in transactions intended to obtain unfair profits for the Subscriber or a third party or cause harm to a third party.
- d. The Subscriber has a relationship in which the Subscriber is deemed to provide funds or benefits to Anti-Social Forces or otherwise to be involved with Anti-Social Forces.
- e. The Subscriber, who is a corporation or any other organization, has any officer or any person practically involved in its management who has a socially reprehensible relationship with Anti-Social Forces.

20.2. The Subscriber warrants that he/she will not engage in any of the following conducts by his/herself or by using a third party.

- a. Making a violent demand
- b. Making an unjust demand beyond legal responsibility

- c. Using intimidation or violence in a transaction
- d. Discrediting Digital or disrupting operations of Digital by spreading false information or using fraudulent means or force
- e. Any other conducts similar to any of the above.

## **Article 21 Amendment of Terms**

- 21.1. If any of the following applies, Digital may amend these Terms in accordance with the Civil Code. In this case, Digital will announce in advance the content of such amendment and the effective date of the amended Terms on Digital's websites or by other appropriate methods. The Terms amended under this provision will apply as of the date of amendment.
- a. The amendment of these Terms is in the general interest of Subscribers.
  - b. The amendment of these Terms is not contrary to the purpose of User Agreements and is reasonable in light of the necessity of the amendment, the appropriateness of the content after the amendment, the content of the amendment, or any other circumstances pertaining to the amendment.
- 21.2. In addition to the cases provided in paragraph 21.1, Digital may amend these Terms with the consent of a Subscriber concerned. In this case, if the Subscriber does not agree to the amendment, there is a possibility that he/she cannot use the whole or part of the Service. If these Terms are amended in accordance with this paragraph 21.2, the amended Terms will be applied sequentially to Subscribers who agree to the amendment.

## **Article 22 Assignment of Rights**

No Subscriber shall assign, transfer, or pledge to a third party all or any part of his/her rights or obligations to Digital under the User Agreement.

## **Article 23 Language**

The original version of these Terms is prepared in Japanese, and the English version is provided solely for Subscribers' convenience. In the case of any discrepancy between the translated version and the Japanese version of these Terms, the original Japanese version will prevail.

## **Article 24 Severability**

Even if any provision or any part of a provision of these Terms is deemed invalid or unenforceable under the Consumer Contracts Act or other laws and regulations, the other provisions of these Terms and the other part of the provision deemed

invalid or unenforceable will remain in full force and effect. Digital and Subscribers shall endeavor to amend such invalid or unenforceable provision or part thereof to the extent necessary to make it lawful and enforceable in order to secure the intent of such invalid or unenforceable provision or part and ensure the same legal and economic effect as it has.

#### **Article 25 Agreed Jurisdiction**

Any Subscriber and Digital agree that any disputes between the Subscriber and Digital arising out of or related to these Terms or the User Agreement will be subject to the exclusive jurisdiction of the Tokyo District Court as the court of first instance.

#### **Article 26 Governing Law**

The conclusion, validity, construction, and performance of any User Agreement will be governed by the laws of Japan.

Established on 22/11/2023.