

Multi DRM Kit Terms of Service

Article 1 Definitions

Terms used in this Terms of Service shall have the meanings set forth in the following items.

- (1) "Terms of Service" means the "Multi DRM Kit Terms of Service".
- (2) "Contract" means the contract between the Company and the Contractor regarding the use of the Service.
- (3) "Other Regulations" means guidelines, help, and other regulations regarding the Service other than this Terms of Service.
- (4) "Service" means the "Multi DRM Kit" provided by the Company (if the name or content of the Service is changed for any reason, including the system after such change).
- (5) "Website" means the website with the Service information provided by the Company.
- (6) "Company" means NEXTSCAPE Inc.
- (7) "Contractor" means a business operator who uses the Service by concluding this Contract with the Company.
- (8) "Contract Applicant" means a business that wishes to use the Service by concluding this Contract.
- (9) "User" means a business worker of the Contractor who is permitted to use the Service by the Contractor in accordance with this Terms of Service.
- (10) "Registered Matters" means the information prescribed by the Company that a Contract Applicant registers when applying for this Contract.
- (11) "Usage Environment" means the environment necessary for the Contractor to use the Service, including hardware, software, Internet connection lines, and security.
- (12) "Connection Information" means ID, password, account key, and other information prescribed by the Company that is necessary for the Contractor to use the Service.
- (13) "Transmitted Information" means images, audio, video, data, and other information (including information automatically generated on the Service based on such information and the results of processing) transmitted by the Contractor using the Service and prescribed by the Company.
- (14) "Intellectual property rights, etc." means patent rights, utility model rights, design rights, trademark rights, copyrights, rights under the Unfair Competition Prevention Law, and any other property or personal rights.
- (15) "Platform" means a Service that provides the functions necessary to deliver video and audio, etc. as a package.

Article 2 Scope of Application

1. This Terms of Service applies to the Company and the Contractor under the Contract. The Contractor shall enter a contract with the Company for the use of the Service upon agreeing to all the Terms of Service.

2. The Company may establish other rules separately. If there is any conflict between this Terms of Service and such other rules, this Terms of Service shall prevail.

Article 3 The Service

1. The Contractor may use the Service only within during the term of this Contract, to the extent allowed herein, in accordance with our designated methods, may also permit its employees to use the Service as intended by this Contract. The Contractor shall ensure that its users comply with this Terms of Service and agrees that use of the Service by its users shall in any case be deemed to be its own use and shall bear full responsibility to the Company for such use.
2. Unless otherwise agreed, the Contractor may use the Service for one of the Contractor's Services in response to this Contract. Please ask the Company if the Contractor wishes to use the Service on a Platform provided by the Contractor.
3. Detailed specifications of the Service shall be determined separately by the Company. The Company may make improvements, additions, deletions, or other changes to the specifications of the Service, and the Contractor agrees to such changes in advance. In addition, the Company may outsource to a third party, as necessary, the work required for the provision of the Service.
4. The Contractor shall be responsible for the maintenance of the usage environment at their own expense.
5. The Company shall not be liable for any Service downtime or malfunction caused by equipment comprising the system, such as Internet lines, cloud platforms, etc.
6. The Company shall not make any warranty with respect to the following items. Furthermore, even if the Contractor has obtained information regarding the Service directly or indirectly from the Company, the Company shall not provide any warranty to the Contractor beyond what is stipulated in the Terms of Service.
 - (1) The Service will not cause any malfunctions or disruptions to the Contractor's environment.
 - (2) The Service is accurate and complete.
 - (3) The Service will be available for continuous use.
 - (4) The Service is suitable and useful for the Contractor's specific purpose.
 - (5) The Service will comply with all applicable laws, regulations, and industry standards that apply to the Contractor.

Article 4 Optional Services

1. Upon separate request from the Contractor, the Company will provide optional services for setting up the Service, providing advice, and otherwise assisting the Contractor with the introduction and use of the Service.
2. The fees, dates, locations, terms, and delivery dates for optional services will be determined separately, but all other contractual terms will be as stipulated in these Terms of Service.

3. Any advice or information obtained by the Contractor through optional Services does not create any warranties that are not expressly stated in these Terms of Service.

Article 5 Application

1. Contract Applicant must agree to the Terms of Service and apply for the Contract in accordance with the procedures specified by our company. Contract Applicant must guarantee that all registration information is accurate.
2. The Company will review the application of the Applicant based on our established criteria and notify the Applicant of the approval or rejection of the application, along with any prescribed information. The Contract will come into effect between the Contractor and the Company from the Contract start date specified in the notification.
3. The Company may reject the application of an Applicant if the Applicant falls under any of the following categories or if The Company determines that the Applicant falls under any of these categories. The Company is not obligated to disclose the reasons for such a decision.
 - (1) When an application for registration is made without following the Company's prescribed method.
 - (2) If there are any falsehoods, errors, or omissions in all or part of the registration items.
 - (3) When the Company deems that there is a possibility of violation of these Terms of Service.
 - (4) If the Company determines that the applicant is a person who has violated these Terms of Service in the past or is related to such a person
 - (5) If the Company has not obtained the consent of a person who has the authority to represent a corporation
 - (6) If the Company is currently providing or plans to provide the same or similar system to this Service in the future
 - (7) In any other case in which the Company deems registration is not appropriate.
4. In the event of any change in the registered information, the Contractor shall immediately follow the procedures for changing the registered information in the manner prescribed by the Company. Even if the Contractor suffers damage due to failure to do so, the Company shall not be liable for any loss or damage.

Article 6 Management of Connection Information

1. The Company shall issue connection information and notify the Contractor of it by the date of commencement of this Contract.
2. The Contractor shall, at their own responsibility, properly manage and store the connection information, and shall not allow a third party to disclose or use it, or lend, transfer, sell, trade, or offer as collateral.

3. When the Company confirms by a prescribed method that the connection information used at the time of connection matches the one issued, the Company shall deem the person who made such connection to be the genuine Contractor.
4. The Company shall not be liable for any loss or damage incurred by the Contractor due to inadequate management of connection information by the Contractor, error in use, or unauthorized use.

Article 7 Usage Fees and Payment Method

1. The Contractor shall pay to the Company by the last day of the following month by means of bank transfer the usage fee for the current month as compensation for using the Service (If the same day is a bank holiday, the payment shall be made by the business day immediately preceding the bank holiday). (If this date is a bank holiday, payment shall be made by the immediately preceding business day. Bank transfer fees and other costs required for payment shall be borne by the Contractor. Even if the start or end date of this Contract is not the first or last day of a month, the Contractor shall pay the monthly fee to the Company for the month in which such start or end date falls, and the Company shall not calculate the fee pro rata.
2. Regardless of the reason, even if the Contractor is unable or no longer required to receive the Service during the effective period of this Contract, the Company shall not refund the Usage Fees.
3. If the Contractor delays payment of the usage fee, the Contractor shall pay the Company a late fee at the rate of 14.6% per annum.
4. The Company may change the usage fees in accordance with Article 17 when the need to change the usage fees arises due to changes in the content of the Service, business reasons, enactment, revision, or abolition of laws and regulations, changes in economic conditions, or other reasons.

Article 8 Ownership of Rights

1. All intellectual property rights, etc. related to the Service shall belong exclusively to the Company.
2. The grant of use of the Service stipulated in these Terms of Service does not grant any rights with respect to the Company's intellectual property rights, etc. related to the Service, except as expressly stipulated in these Terms of Service. The Contractor may not use the Service in any manner other than that contemplated by the Service.
3. The Contractor shall not reverse engineer, decompile, disassemble, or otherwise attempt to analyze the Service.

Article 9 Transmitted Information

1. The Contractor warrants that they have the legal right to transmit the transmitted information and that it does not infringe on the rights of the Company or any third party.
2. The Contractor shall continue to own the intellectual property rights, etc. pertaining to the transmitted information after transmission. The Company may use or utilize the transmitted information only when it is necessary for the execution of this Service, maintenance, or resolution of technical problems (including, but not limited to, reproduction, adaptation, public transmission, and any necessary making transmittable for that purpose.). The Contractor agrees not to exercise moral rights against the Company, third parties who have legitimately acquired the rights from the Company, or those who have succeeded the rights from such third parties.
3. Although we strive to manage transmitted information securely, the Contractor shall back up transmitted information at their own risk, considering that this Service is an electromagnetic system using the Internet communication network, which inherently has risks of loss, alteration, destruction, etc. of information. The Company shall not be liable for any damage incurred by the Contractor due to failure to make such backups, including restoration of transmitted information.
4. We may, without prior notice, view, store, restore, or disclose to a third party all or part of the transmitted information (hereinafter referred to as "Viewing, etc.") if we determine that any of the following apply or are applicable to such information (hereinafter referred to as "Viewing, etc."). The Company shall not be obliged to disclose the reason for the above decision.
 - (1) When the Company has obtained the Contractor's consent
 - (2) When there is no response from the Contractor within 7 days after the Company contacts the Contractor to request consent for inspection, etc.
 - (3) When we receive an official request from a court of law, the police, or other public institution in accordance with laws and regulations.
 - (4) When we are obligated to inspect the information in accordance with the law.
 - (5) When the Contractor commits an act prohibited by the Terms of Service.
 - (6) When it is necessary to protect the life, body, or other important rights of the Contractor or a third party.
 - (7) When it is necessary for maintenance of the Service or to resolve technical problems.
 - (8) When there is a need like each of the above items.
5. If the Company deems that any of the following applies or is applicable, the Company may, without prior notice, delete all or part of the transmitted information or temporarily suspend its publication or posting (hereinafter referred to as "deletion, etc."). The Company shall not be liable for any deleted transmitted information, including restoration of said information, and shall not be obligated to disclose the reason for the above decision.
 - (1) When the Company has obtained the consent of the Contractor.
 - (2) When there is no response from the Contractor within 7 days after the Company contacts the Contractor to request consent for deletion, etc.
 - (3) When an official request is received from a court of law, the police, or other public institution in

accordance with laws and regulations.

- (4) When we are obligated to delete the information in accordance with the law.
 - (5) When the Contractor commits an act prohibited by the Terms of Service.
 - (6) When it is necessary to protect the life, body, or other important rights of the Contractor or a third party.
 - (7) When this Contract is terminated regardless of the reason.
 - (8) When this Service is changed, suspended, or terminated in accordance with Article 13.
 - (9) When there is a need like each of the above items.
6. Notwithstanding paragraph 4 and the preceding paragraph, The Company is not obligated to monitor transmitted information.

Article 10 Prohibited Acts

In using the Service, the Contractor shall not engage in any of the following acts, or any act that the Company deems to fall under any of the following items.

- (1) Acts that violate laws and regulations.
- (2) Actions related to crimes.
- (3) Acts that offend public order and morals.
- (4) Actions that violate the internal rules of the trade association to which you belong.
- (5) Acts that infringe on the intellectual property rights, etc., privacy rights, honor rights, trust, portrait rights, or any other rights or interests of the Company or a third party.
- (6) Interfering with the operation or maintenance of the Service.
- (7) Acts that place an excessive burden on the Service's network or system, etc.
- (8) Acts that illegally access the Service's network.
- (9) Act to impersonate a third party.
- (10) Acts of allowing a third party to use the Service.
- (11) Acts of transmitting information to the Company that would constitute an infringement of the intellectual property rights, etc., privacy, honor, credit, likeness, or any other rights or interests of a third party if reproduced, modified, transmitted, or otherwise acted upon to the extent necessary for the Company's operation of this Service.
- (12) Acts of falsifying information that can be used by the Service.
- (13) Acts of overlooking or failing to correct the user's acts described in each of the preceding items.
- (14) Acts that directly or indirectly cause or facilitate the acts.
- (15) Any other acts that the Company deems inappropriate.

Article 11 Cancellation of Contract, etc.

1. If the Contractor falls under any of the following items or is determined by the Company to fall under any of the following items, the Company may temporarily suspend all or part of the Service or terminate this Contract without prior notice. The Company shall not be obligated to disclose the reason for the above decision.
 - (1) If any provision of this Terms of Service is violated.
 - (2) If it is found that any of the items of Article 5, Paragraph 3 applies.
 - (3) If the Company becomes insolvent, or ceases to make payments, or files for bankruptcy, civil rehabilitation proceedings, corporate reorganization proceedings, special liquidation proceedings, or similar proceedings.
 - (4) When a bill or check drawn or accepted by the Bank is dishonored.
 - (5) If there is a petition for seizure, provisional seizure, provisional disposition, compulsory execution or auction.
 - (6) If the company is delinquent in paying taxes and dues and is subject to a provisional seizure of such taxes and dues.
 - (7) If the company is dissolved or its business is suspended.
 - (8) In addition to Items 3 through 7, if the Company determines that there has been a material change in the Contractor's credit status.
 - (9) If the Contractor has not used the Service for more than one month.
 - (10) When there is no response to inquiries from the Company for one month or longer.
 - (11) In any other cases where the Company deems the use of the Service to be inappropriate.
2. If the Contractor falls under any of the items of the preceding paragraph, or if the Company determines that they fall under any of the items, the Contractor shall lose the benefit of time with respect to all debts owed to the Company and shall immediately perform all obligations to the Company.
3. Even if the Contractor is subject to suspension of use of the Service based on Paragraph 1, the Contractor shall be obligated to pay the usage fees if the Contract continues.
4. Even if this Contract is terminated by the Company in accordance with Paragraph 1, the Contractor shall not be refunded the usage fees paid and shall not be released from the obligation to pay the usage fees for the remaining period of this Contract.
5. The Company shall not be liable for any damages incurred by the Contractor because of actions taken by the Company in accordance with this Article.

Article 12 Term and Termination

1. In the case of monthly contract
 - (1) This Agreement shall be a contract with no fixed term.

- (2) The Contractor may terminate this Contract at any time during the term of this Contract by submitting a request to the Company at least two weeks prior to the last day of the month in which the Contractor desires to terminate.
2. In the case of annual contract
 - (1) This contract is for one year from the month of the contract.
 - (2) The Contractor may terminate this Contract at any time during the term of this Contract by submitting a request to the Company at least 3 months prior to the last day of the month in which the Contractor desires to terminate.
 - (3) The Contractor may change this Contract if more than 6 months have passed since the start month of the annual contract. However, the Contract can be changed only after 3 months of the month in which the offer is made to the Company.
3. Renewal of Contract Term
 - (1) If there is no indication of intent by the Contractor and the Company, the term of this agreement shall be automatically renewed from the day after the expiration date, and the same shall apply thereafter.

Article 13 Changes, Suspension, or Termination of this Service

1. The Company may change, suspend, or terminate the Service at any time for business reasons, system overload, system malfunction, maintenance, enactment, revision, or abolition of laws and regulations, natural disasters, accidental accidents, power outages, communication failures, unauthorized access, and other reasons. The Company shall not be liable for any damages incurred by the Contractor because of such changes, suspension, or termination.
2. The Company shall endeavor to give a reasonable period of advance notice before changing, suspending, or terminating the Service in accordance with the preceding paragraph. However, this shall not apply in case of emergency or unavoidable circumstances.

Article 14 Dispute Resolution and Compensation for Damages

1. If the Contractor causes damage to the Company in relation to the use of the Service, the Contractor shall compensate the Company for such damage.
2. If the Contractor receives a claim from a third party or has a dispute with a third party in relation to the Service, the Contractor shall immediately notify the Company of the details of the claim or dispute, handle the claim or dispute at the Contractor's expense and responsibility, and report its progress and results to the Company.
3. If the Company receives a claim from or has a dispute with a third party in relation to the Contractor's use of the Service, the Contractor shall handle the claim or dispute at the Contractor's expense and

responsibility, report its progress and results to the Company, and compensate the Company for any amount the Company is forced to pay or other damages. The Contractor shall compensate the Company for money the Company is forced to pay and other damages.

4. The Company shall compensate the Contractor only in cases where the Company has caused damage to the Contractor due to its own willful misconduct or gross negligence in providing the Service. The Company's disclaimers in these Terms of Service shall not apply to cases where the Company is willful or grossly negligent.
5. If the Company is obligated to compensate the Contractor for damages (in the case of the preceding paragraph or by application of law, etc.), the scope of damages to be compensated shall be limited to ordinary damages that occurred to the Contractor (special damages including lost earnings shall not be included). The number of damages to be compensated shall be limited to the total amount of the usage fees actually paid by the Contractor to the Company by the time the relevant damages occurred for the most recent one-month period (if the contract period is less than one month, the relevant contract period). This Article shall apply to all compensation for damages, etc., regardless of the cause of claim, such as default of obligation, liability for defects, obligation to restore the original state, unjust enrichment, tort, or any other cause of action.

Article 15 Confidentiality

1. In this Article, "Discloser" means the party to this Contract who discloses Confidential Information, "Recipient" means the party who receives Confidential Information, and "Confidential Information" means all information concerning the technology (This includes, but is not limited to, written documents, optical disks, USB memory sticks, and CDs. The same shall apply hereinafter.), business, operations, finances, organization, or other matters of the Discloser, which is clearly marked as confidential in the medium in which the information is provided or in the electromagnetic data containing the information (This shall include, but not be limited to, e-mails and electronic files when disclosed by sending or uploading e-mails, electronic files, etc. The same shall apply hereinafter.). When information is disclosed orally or visually, it is information that has been clearly indicated orally or visually to be confidential at the time of disclosure, and that has been notified in writing or by electronic means that it is confidential within 10 days of such disclosure. However, information that falls under any of the following shall not be considered Confidential Information.
 - (1) Information that is public knowledge at the time of disclosure.
 - (2) Information that became public knowledge after disclosure for reasons not attributable to the recipient.
 - (3) Information that was rightfully retained by the recipient prior to disclosure.
 - (4) information obtained independently by the recipient without the use of confidential information.
 - (5) Information lawfully obtained by the recipient from a third party to which the recipient has rights.
 - (6) Information that has been confirmed in writing by the disclosing party to the effect that confidentiality is not required.

2. The Recipient shall handle and store the Confidential Information it receives with the same degree of care and attention as it uses to protect information of equal importance in its own possession.
3. The Recipient shall not use the Confidential Information for any purpose other than this Contract.
4. The Recipient may reproduce the Confidential Information only to the extent objectively and reasonably necessary for this Contract.
5. The Recipient shall not divulge Confidential Information, nor shall it disclose Confidential Information to any third party without the consent of the Discloser in a manner prescribed by the Discloser. However, the Discloser may disclose the Confidential Information only to those persons specified in each of the following items.
 - (1) its own officers and employees to the minimum extent necessary for the Contract (provided, however, that such disclosure is limited to confidential information to the extent objectively and reasonably necessary for the Service).
 - (2) Lawyers, certified public accountants, and other professionals who are legally obligated to maintain confidentiality.
 - (3) Third parties to whom the Discloser has given prior written consent (provided, however, that such third parties impose obligations equivalent to those of the Recipient under this Contract).
6. Disclosure of Confidential Information to the Recipient shall not be deemed to be an assignment or license by the Discloser of its rights with respect to such Confidential Information.
7. The Recipient shall promptly return or erase all Confidential Information received from the Discloser to the Discloser in accordance with the Discloser's instructions if requested to do so by the Discloser or if this Contract is terminated.
8. In the unlikely event that the disclosed Confidential Information is leaked, the Recipient shall immediately report the details to the Discloser and take objectively reasonable measures to prevent the spread of such leakage. The reasonable costs of such measures shall be borne by the Recipient. However, this shall not apply in cases where the disclosure is due to reasons attributable to the disclosing party.
9. If the Recipient is requested to disclose Confidential Information by a judicial or administrative agency, etc., the Recipient shall promptly notify the Discloser of such fact and, if requested by the Discloser, may disclose the Confidential Information after making every effort to reduce the scope of such disclosure. If the discloser seeks legal remedies, we shall cooperate with the discloser to the extent reasonable.

Article 16 Handling of Personal Information

The Company shall handle personal information appropriately in accordance with the "[Privacy Policy](#)" prescribed by the Service.

Article 17 Modification of Terms of Service

1. The Company may change these Terms of Service at any time and for any reason, and the Contractor agrees to such changes.

2. Unless otherwise specified by the Company, changes to the Terms of Service shall be notified to the Contractor by e-mail or by posting on the Website.
3. Changes to the Terms of Service shall take effect from the date specified in the notice in the preceding paragraph.
4. If the Company changes important matters such as usage fees, the Company shall endeavor to give notice as specified in the preceding paragraph with a reasonable period before the date specified in the preceding paragraph.
5. If the Contractor does not agree to the changes in the Terms of Service, the Contractor's only course of action is to terminate this Contract mid-term. If the Contractor does not terminate this Contract by the date specified in the notice in Paragraph 2, the Contractor shall be deemed to have agreed to the changes in the Terms of Service.

Article 18 Communication

1. Communication from the Company to the Contractor shall be made by means the Company deems appropriate, such as sending written documents, sending e-mails, or posting on the Website. When such communication is made by sending e-mail or posting on the Service or the Website, it shall be deemed to have reached the Contractor at the time it is distributed on the Internet.
2. Communications from the Contractor to the Company shall be addressed to the Company's designated inquiry e-mail address. The Company shall not be able to respond to any inquiries sent to an e-mail address other than the inquiry e-mail address.

Article 19 Exclusion of Relationship with Anti-Social Forces

1. "Anti-Social Forces" as used in this Article means any person who falls under any of the following items.
 - (1) Anti-social forces (organized crime groups) and their affiliated groups or members.
 - (2) Organizations or individuals who pursue economic benefits by using violence, force, or fraudulent methods.
 - (3) Other parties like those in the preceding items.
2. The Contractor and the Company shall represent and warrant the following.
 - (1) That they do not fall under the category of antisocial forces and will not fall under such category in the future.
 - (2) That the Contractor has no inappropriate relationship with antisocial forces and will have no inappropriate relationship in the future.
3. If the other party violates the preceding paragraph, the Contractor and the Company may cancel all or part of this Contract without notice to the other party.

4. If the Contractor or the Company violates Paragraph 2, the Contractor or the Company shall lose the benefit of time with respect to all debts owed to the other party and shall immediately perform all obligations to the other party.
5. The Contractor and the Company shall not be liable for any damages incurred by the other party because of acts performed by the Contractor and the Company in accordance with this Article.

Article 20 Assignment of Contractual Status, etc.

1. The Contractor may not assign, transfer, pledge as collateral, or otherwise dispose of their position under the Contract or rights and obligations under the Service to a third party without prior written consent of the Company.
2. In the event that the Company transfers the business pertaining to the Service to a third party (This shall include not only ordinary business transfers, but also corporate divestitures and any other cases in which a business is transferred.), the Company may transfer the status under the Contract, rights and obligations based on the Service, registered items, transmission information, personal information, and other information to the transferee of such business transfer, and the Contractor agrees to such transfer in advance.

Article 21. Entire Agreement

This Terms of Service constitutes the entire agreement between the parties with respect to this Contract, and supersedes any written, oral, or any other agreement relating to this Contract made between the parties prior to the execution of this Terms of Service.

Article 22 Severability

If any part of the provisions of these Terms of Service is declared illegal, invalid or invalid by law or court, the other parts of such provisions and other provisions of these Terms of Service shall remain valid, and the valid provisions that most closely match the intent of the illegal, invalid or invalid part shall be replaced by the invalid part, or the invalid part shall be reasonably interpreted to be the valid provision that most closely matches the intent of such part. If any part of such provision is held to be illegal, invalid, or ineffective, the valid provision that most closely matches the intent of such part shall be replaced by the invalid provision, or a reasonable interpretation shall be made to make the invalid provision the most valid provision.

Article 23 Governing Law

This Terms of Service shall be governed by and construed in accordance with the laws of Japan.

Article 24 Jurisdiction

If any dispute arises between the Contractor and the Company in connection with the Service, the Tokyo District Court shall have exclusive jurisdiction as the court of first instance.

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